

In the Matter of:
Joseph Mantha vs
QuoteWizard.com, LLC

Adam Brown
September 18, 2020

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<p>1 UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS 2 -----X JOSEPH MANTHA, 3 Plaintiff, 4 V. C.A. No. 1:19CV12235-LTS 5 QUOTEWIZARD.COM, LLC, 6 Defendant. 7 -----X 8 9 10 DEPOSITION OF ADAM BROWN, 11 Conducted Remotely, 10976 Crescendo Circle, 12 Boca Raton, Florida 33498, a witness called 13 by and on behalf of the Defendant, taken 14 pursuant to Massachusetts Rules of Civil 15 Procedure, before Hannah Bea Lorber, Notary 16 Public in and for the Commonwealth of 17 Massachusetts, on September 18th, 2020, 18 commencing at 1:06 P.M. 19 20 21 22 23 24</p>	<p style="text-align: right;">Page 3</p> <p>1 E X H I B I T S 2 3 BROWN EXHIBITS 4 5 EXHIBIT EXHIBIT PAGE 6 NUMBER DESCRIPTION 7 1 Subpoena to Testify at 6 Deposition in a Civil 8 Action, Adam Brown 9 2 Snappy Lead Page Screenshot 6 10 3 Snappy Screenshot Terms 6 of Use 11 12 4 Snappy Screenshot Privacy 6 Policy 13 5 Subpoena to Produce 6 Documents, Information, or 14 Objects or to Permit Inspection of Premises in 15 a Civil Action, Mailgun Technologies, Inc. 16 17 6 Mailgun Technologies 7 Subpoena Response 18 7 Mailgun Technologies 7 Subpoena Response E-mail 19 Chain 20 8 Subpoena to Produce 7 Documents, Information, 21 or Objects or to Permit Inspection of Premises 22 in a Civil Action, GoDaddy.com 23 24 (INDEX CONTINUED ON FOLLOWING PAGE.)</p>
<p style="text-align: right;">Page 2</p> <p>1 A P P E A R A N C E S : 2 3 THE LAW OFFICE OF EDWARD A. BRODERICK Attorneys for the Plaintiff 4 JOSEPH MANTHA 99 High Street, Suite 304 5 Boston, Massachusetts 02110 BY: EDWARD A. BRODERICK, ESQ., Via Zoom 6 Telephone: (617)738-7080 Facsimile: (617)830-0327 7 ted@broderick-law.com 8 9 NELSON MULLINS RILEY & SCARBOROUGH LLP Attorneys for the Defendant QUOTEWIZARD.COM, LLC 10 One Post Office Square, 30th Floor Boston, Massachusetts 02109 11 BY: CHRISTINE M. KINGSTON, ESQ., Via Zoom Telephone: (617)217-4794 12 christine.kingston@nelsonmullins.com 13 * * * 14 15 16 17 18 19 20 21 22 23 24</p>	<p style="text-align: right;">Page 4</p> <p>1 BROWN EXHIBITS 2 3 EXHIBIT EXHIBIT PAGE 4 NUMBER DESCRIPTION 5 9 GoDaddy Subpoena Response 7 6 10 Adam Brown E-mail Chain 7 7 11 Justin Cohen E-mail Chain 8 8 12 September, 2019 E-mail 8 from Dario Osmanecvic 9 10 13 July 28, 2020 E-mail from 8 Dario Osmanecvic 11 14 Plural Marketing Subpoena 8 Response 12 13 15 RevPoint Subpoena Response 8 14 15 16 Seal Dog Media Complaint 8 16 17 17 Justin Cohen and Adam 9 Brown E-mail Chain 18 18 Adam Brown September 2, 9 2020 E-mail Chain 19 20 19 Screenshot 74 21 22 (Exhibits retained by Counsel.) 23 24 19 20 I N D E X 21 22 EXAMINATION BY PAGE 23 MS. KINGSTON 11 24</p>

<p>Page 5</p> <p>1 INFORMATION AND/OR DOCUMENTS REQUESTED</p> <p>2 INFORMATION AND/OR DOCUMENTS PAGE</p> <p>3 Screenshots of Kapeo searching 18</p> <p>4 database.</p> <p>5 April 8, 2015 article. 22</p> <p>6 Copy of the sale of Snappy Auto 23</p> <p>7 Insurance network pursuant to a</p> <p>8 written contract.</p> <p>9 Copy of removal of Snappy Auto 68</p> <p>10 Insurance website from GoDaddy.</p> <p>11 List of publishers and advertisers. 125</p> <p>12</p> <p>13 QUESTIONS MARKED FOR RULINGS</p> <p>14 PAGE LINE QUESTION</p> <p>15 (None)</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p>Page 7</p> <p>1 (Whereupon, Mailgun</p> <p>2 Technologies Subpoena Response was</p> <p>3 premarked as Brown Exhibit 6 for</p> <p>4 identification as of this date by the</p> <p>5 Reporter.)</p> <p>6 (Whereupon, Mailgun</p> <p>7 Technologies Subpoena Response E-mail</p> <p>8 Chain was premarked as Brown Exhibit</p> <p>9 7 for identification as of this date</p> <p>10 by the Reporter.)</p> <p>11 (Whereupon, Subpoena to Produce</p> <p>12 Documents, Information, or Objects or</p> <p>13 to Permit Inspection of Premises in a</p> <p>14 Civil Action, GoDaddy.com was</p> <p>15 premarked as Brown Exhibit 8 for</p> <p>16 identification as of this date by the</p> <p>17 Reporter.)</p> <p>18 (Whereupon, GoDaddy Subpoena</p> <p>19 Response was premarked as Brown</p> <p>20 Exhibit 9 for identification as of</p> <p>21 this date by the Reporter.)</p> <p>22 (Whereupon, Adam Brown E-mail</p> <p>23 Chain was premarked as Brown Exhibit</p> <p>24 10 for identification as of this date</p>
<p>Page 6</p> <p>1 (Whereupon, Subpoena to Testify</p> <p>2 at Deposition in a Civil Action, Adam</p> <p>3 Brown was premarked as Brown Exhibit</p> <p>4 1 for identification as of this date</p> <p>5 by the Reporter.)</p> <p>6 (Whereupon, a Snappy Lead Page</p> <p>7 Screenshot was premarked as Brown</p> <p>8 Exhibit 2 for identification as of</p> <p>9 this date by the Reporter.)</p> <p>10 (Whereupon, a Snappy Screenshot</p> <p>11 Terms of Use was premarked as Brown</p> <p>12 Exhibit 3 for identification as of</p> <p>13 this date by the Reporter.)</p> <p>14 (Whereupon, a Snappy Screenshot</p> <p>15 Privacy Policy was premarked as Brown</p> <p>16 Exhibit 4 for identification as of</p> <p>17 this date by the Reporter.)</p> <p>18 (Whereupon, Subpoena to Produce</p> <p>19 Documents, Information, or Objects or</p> <p>20 to Permit Inspection of Premises in a</p> <p>21 Civil Action, Mailgun Technologies,</p> <p>22 Inc. Was premarked as Brown Exhibit 5</p> <p>23 for identification as of this date by</p> <p>24 the Reporter.)</p>	<p>Page 8</p> <p>1 by the Reporter.)</p> <p>2 (Whereupon, Justin Cohen E-mail</p> <p>3 Chain was premarked as Brown Exhibit</p> <p>4 11 for identification as of this date</p> <p>5 by the Reporter.)</p> <p>6 (Whereupon, September, 2019</p> <p>7 E-mail from Dario Osmancevic was</p> <p>8 premarked as Brown Exhibit 12 for</p> <p>9 identification as of this date by the</p> <p>10 Reporter.)</p> <p>11 (Whereupon, July 28, 2020</p> <p>12 E-mail from Dario Osmancevic was</p> <p>13 premarked as Brown Exhibit 13 for</p> <p>14 identification as of this date by the</p> <p>15 Reporter.)</p> <p>16 (Whereupon, Plural Marketing</p> <p>17 Subpoena Response was premarked as</p> <p>18 Brown Exhibit 14 for identification</p> <p>19 as of this date by the Reporter.)</p> <p>20 (Whereupon, RevPoint Subpoena</p> <p>21 Response was premarked as Brown</p> <p>22 Exhibit 15 for identification as of</p> <p>23 this date by the Reporter.)</p> <p>24 (Whereupon, Seal Dog Media</p>

<p style="text-align: right;">Page 9</p> <p>1 Complaint was premarked as Brown 2 Exhibit 16 for identification as of 3 this date by the Reporter.) 4 (Whereupon, Justin Cohen and 5 Adam Brown E-mail Chain was 6 premarked as Brown Exhibit 17 for 7 identification as of this date by the 8 Reporter.) 9 (Whereupon, Adam Brown 10 September 2, 2020 E-mail Chain was 11 premarked as Brown Exhibit 18 for 12 identification as of this date by the 13 Reporter.) 14 THE COURT REPORTER: This is 15 Hannah Lorber. I am a Court Reporter 16 and notary public in the Commonwealth 17 of Massachusetts. 18 This deposition is being taken 19 remotely. This witness is appearing 20 remotely from: 10976 Crescendo 21 Circle, Boca Raton, Florida 33498. 22 The attorneys participating in 23 this proceeding acknowledge their 24 understanding that I am not</p>	<p style="text-align: right;">Page 11</p> <p>1 A D A M B R O W N, called as a witness, 2 having been first duly sworn by a Notary 3 Public of the Commonwealth of 4 Massachusetts, was examined and testified 5 as follows: 6 EXAMINATION BY 7 MS. KINGSTON: 8 MS. KINGSTON: Thank you. Just 9 before we get started, Ted, just to 10 put the usual stip on the record, 11 which I assume you're still in 12 agreement with? 13 MR. BRODERICK: Yes. 14 MS. KINGSTON: All objections 15 besides as to form reserved until the 16 time of trial, as are motions to 17 strike. Witness will have 30 days to 18 read and sign, and we're going to 19 request notarization. 20 MR. BRODERICK: Okay. Agreed. 21 Q. So Mr. Brown, as I mentioned, 22 my name is Christine Kingston, and I 23 represent the defendant, Quotewizard.com, 24 LLC. I'll be taking your deposition today.</p>
<p style="text-align: right;">Page 10</p> <p>1 physically present in the proceeding 2 room, nor am I physically present 3 with the witness and that I will be 4 reporting this proceeding remotely. 5 They further acknowledge that 6 in lieu of an oath administered in 7 person, the witness will verbally 8 declare his testimony in this matter 9 under the pains and penalties of 10 perjury. The parties and their 11 counsel consent to this arrangement 12 and waive any objections to this 13 manner of proceeding. 14 Please indicate your agreement 15 by stating your name and your 16 agreement on the record, after which 17 I will swear in the witness and we 18 may begin. 19 MS. KINGSTON: Christine 20 Kingston on behalf of 21 Quotewizard.com, and we agree. 22 MR. BRODERICK: Ed Broderick on 23 behalf of the plaintiff, Joseph 24 Mantha, and we also agree.</p>	<p style="text-align: right;">Page 12</p> <p>1 Just a couple of ground rules before we get 2 started. If you don't understand my 3 question, just let me know. I'm happy to 4 rephrase. 5 A. Sure. No problem. 6 Q. If at any point you need a 7 break, I'm happy to accommodate you. So 8 just let me know. 9 A. Okay. 10 Q. For the benefit of the court 11 reporter, just try to keep your answers 12 oral and audible. So no shaking of the 13 head. Just make sure you're speaking into 14 the record. 15 A. You got it. 16 Q. Finally because we are virtual, 17 if you're experiencing any technological 18 problems, or you can't hear me or see me, 19 just let me know and we'll handle that. 20 A. No problem. 21 Q. Could you state your full name 22 for the record? 23 A. Adam Mitchell Brown. 24 Q. Do you understand that you're</p>

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1 under oath here today?
 2 A. Yes.
 3 Q. That means that you're
 4 obligated to answer my questions fully and
 5 truthfully?
 6 A. Yes.
 7 Q. Are you on any medication that
 8 would affect your ability to accurately
 9 testify?
 10 A. No.
 11 Q. Do you have any medical
 12 conditions that would affect your ability
 13 to accurately testify?
 14 A. No.
 15 Q. Do you have any memory problems
 16 that would affect your ability to recall
 17 the events?
 18 A. No.
 19 Q. Have you ever been deposed
 20 before?
 21 A. I'm sorry. Have I ever been
 22 what?
 23 Q. Deposed?
 24 A. What's that mean?

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1 Q. So we're here today for a
 2 deposition --
 3 A. No, I have never.
 4 Q. Did you do anything to prepare
 5 for your deposition today?
 6 A. I pulled a couple documents
 7 that I could find from the database.
 8 That's about it.
 9 Q. Can you tell me what those
 10 documents are?
 11 A. One that shows that we looked
 12 up the e-mail address that was on for the,
 13 I guess the person that's saying that they
 14 had a lead submit or whatnot. I'm assuming
 15 that's what this is all about.
 16 Q. Are you talking about the
 17 plaintiff, Joseph Mantha?
 18 A. Correct. I show that we do not
 19 have that e-mail address in our system. I
 20 looked up a couple, Quotewizard and Fenix
 21 Media that were also on the sheet, looking
 22 to see if we ever worked with them before.
 23 We do not show them in our database, as
 24 well.

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1 Q. When you said e-mail, are you
 2 talking about the plaintiff's personal
 3 e-mail?
 4 A. Yeah. So I'm going to pull up
 5 the file here. I guess the e-mail,
 6 jmantha7@yahoo.com.
 7 Q. Okay. You said you searched
 8 the database?
 9 A. Correct.
 10 Q. What database is that?
 11 A. The database that we had for
 12 Snappy insurance from back in the day.
 13 It's still, the database is still current
 14 from the point that the site was still
 15 active. Obviously there has been no
 16 traffic sent to it because we, I stopped
 17 doing business on that URL. I didn't even
 18 actually know that that URL was still
 19 active until this came about. So --
 20 Q. Okay. Where is the database
 21 stored?
 22 A. I would have to ask my tech
 23 where it's stored. He sent me screenshots.
 24 Q. Who's he?

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1 A. Someone I hire from Elance.
 2 Q. From where?
 3 A. Someone I hire. Well, it's not
 4 Elance anymore. I guess it's called Upwork
 5 now.
 6 Q. Do you know his name?
 7 A. I just know his, yeah. His
 8 name is Kapeo (phonetic). I don't know his
 9 last name.
 10 Q. Do you work with him for all of
 11 your companies, or just for Snappy?
 12 A. Just back in the day when I was
 13 running the auto insurance. I reached back
 14 out to him to see what he could find for
 15 me.
 16 Q. Do you have access to this
 17 database?
 18 A. I'm sure he can give me access.
 19 I don't necessarily have anything because I
 20 really never stayed in that point of the
 21 business. I was more the front end of the
 22 business, getting the leads to the sites.
 23 Like I said, we have stopped running
 24 traffic to this site I would say probably

<p style="text-align: right;">Page 17</p> <p>1 back in 2015, '16-ish. 2 Q. Just to get back to the 3 database, is this like a cloud, or do you 4 know anything at all about what it is? 5 A. Honestly I don't know. I'm not 6 a tech person. 7 Q. Okay. And -- 8 A. I could show you the 9 screenshots that he sent me. That's all I 10 have right now. 11 Q. Who set up the database for 12 you? Was it this Kapeo? 13 A. Correct. 14 Q. Do you remember when he set it 15 up for you? 16 A. I would have to say, let's see. 17 I have screenshots of when the site was 18 last changed. Let's see here. So that 19 should tell me roughly when that was done. 20 Where is it in manager, manager, 21 screenshot. Here we go. So it looks like 22 it was set up back in 2013. 23 Q. You're talking about the 24 database?</p>	<p style="text-align: right;">Page 19</p> <p>1 website URL, Snappy -- 2 A. The website that we have in 3 question here. Yes. 4 Q. So does the database cover more 5 than just Snappy Auto Insurance? 6 A. I'm assuming. I don't know how 7 he set it up. 8 Q. Do you know if a search was 9 made by the plaintiff's name? 10 A. We don't collect first name and 11 last name. We're phone. We never have. 12 Our websites were only e-mail and ZIP. On 13 page two, we had what's called an iframe. 14 The iframe is a code from, the two 15 providers that we ever worked with were 16 Leadnomics and All Web Leads. They 17 provided a code that we put on page two. 18 That's technically in theory their page 19 hosted by them. So, but on our page. So 20 anything that was entered on that 21 particular form, which is where the address 22 would be, the phone number would be, would 23 go directly into their system. Not ours. 24 We only stored e-mail and ZIP code.</p>
<p style="text-align: right;">Page 18</p> <p>1 A. Yes. 'Cause if the website was 2 created, where is my mouse? Yeah. If the 3 website was created roughly around then, 4 then the database should have been created 5 then, as well. 6 Q. When we take a break at some 7 point, I'm just going to ask that you 8 e-mail those screenshots. 9 A. Sure. Not a problem. 10 Q. So can you describe to me just 11 generally what the screenshots are of that 12 you received? 13 A. So, yes. So like I said, I 14 received the screenshot of him entering 15 that e-mail address into the search to see 16 if we have that record of that user in our 17 system. And that screen, that particular 18 screenshot shows that he's searching for 19 that e-mail address, what URL he's 20 searching for, and then it shows the 21 results that MSMMYSQL returned empty result 22 set as zero rows, meaning that that e-mail 23 address is not in the database. 24 Q. When you said URL, is that the</p>	<p style="text-align: right;">Page 20</p> <p>1 Q. When you say that those are the 2 only two you worked with, are you talking 3 about Snappy, or just your auto insurance 4 websites generally? 5 A. Auto insurance websites in 6 general. 7 Q. Do you have any way of 8 discerning whether you used these two 9 companies for Snappy? 10 A. I mean, I don't have any 11 e-mails regarding that. I just have 12 e-mails showing that we were in 13 communication during, you know, the 2015, 14 2016 timeframe. Like I mentioned, that's 15 when we were working with the auto 16 insurance sites. After 2016, we have, we 17 stopped running any traffic to any of our 18 auto insurance sites and paused all 19 iframes. The websites might have still 20 been live, but there was no way of 21 generating any leads at that point. 22 Q. When you say iframe, what does 23 that mean? 24 A. Again I'm not a tech person.</p>

<p style="text-align: right;">Page 21</p> <p>1 So I'll try to explain it to you as best as 2 I can. So an iframe is a line of code 3 supplied to me by whichever advertiser 4 company I'm working with. So example, 5 Leadnomics would send me an iframe code. 6 We would put that on our page where we want 7 the form to show. At that point, the user 8 would enter their information on that form. 9 That form is hosted by the company that 10 provided us the code. So we do not store 11 any of those informations. Those companies 12 do. Like I said, we, on our page one of 13 our landing page, only collect e-mail and 14 ZIP code. 15 Q. We'll get into this a little 16 bit later. Is it possible for some of the 17 leads that you had in this timeframe, that 18 it came from affiliates? 19 A. We did have affiliate traffic, 20 but I don't, I stopped affiliate traffic 21 after I sold the network to Affiliate 22 Crossing. At that point, we stopped pretty 23 much all auto insurance traffic and moved 24 to surveys, which has nothing to do with</p>	<p style="text-align: right;">Page 23</p> <p>1 A. What was that? I'm sorry. 2 Q. Was the sale of the network 3 pursuant to a written contract? 4 A. It was. I honestly do not have 5 the signed copies. I just have the blank 6 copy. 7 Q. Can you also send us a copy of 8 that? 9 A. Sure. 10 Q. So this was in 2015? 11 A. Yup. The exact date that the 12 article was posted online on a big 13 industry, like, news site, that was written 14 on like I said, 4/8/2015. If I quickly go 15 to my other screen here and go to 16 documents. Give me one second. I can tell 17 you when that other article was actually 18 typed up. Documents. Author Vision. 19 Author Vision buyout. This article was 20 written or date modified or whatnot, it's, 21 I show April 10th, 2015. 22 Q. Okay. And were you selling the 23 network individually, or was this through a 24 company?</p>
<p style="text-align: right;">Page 22</p> <p>1 auto insurance. 2 Q. So when you say you sold the 3 network, are you referring to all of your 4 auto insurance websites, or are you 5 referring to something else? 6 A. So the network, itself. So we 7 technically sold the, to Affiliate Crossing 8 our list of affiliates, our resources, 9 where we generate, where we get the auto 10 insurance forms from everything related to 11 the auto insurance sites. They kept, they 12 created their own websites. We kept our 13 own websites. We just at that point paused 14 everything and put it on the backside. 15 Q. When did this happen? 16 A. Let's see here. I have the 17 article up here. So the article is written 18 and published on 4/8/2015. 19 Q. Can you also send us a copy of 20 that article? 21 A. Yup. I actually think I even 22 have the PDF version, as well. 23 Q. Was that pursuant to a written 24 contract?</p>	<p style="text-align: right;">Page 24</p> <p>1 A. It was to a client that I 2 actually worked with. They were buying my 3 assets. 4 Q. You're referring to Affiliate 5 Crossing? 6 A. Yes. 7 Q. But in terms of who was 8 selling, was it you, individually, or was a 9 company? 10 A. It was me, individually, 11 selling to it their owner. 12 Q. I mean, would you say that you 13 owned the website, snappyautoinsurance.com? 14 A. I definitely did, yes. Like I 15 said, my websites did not sell in the sale. 16 Q. Okay. 17 A. We just sold the network, the 18 assets, where we get the, where are we 19 getting the iframes from, we get affiliates 20 that were running all the traffic to it. 21 Anything associated on those lines. The 22 only thing we kept was the actual domain. 23 Q. Why did you keep them? 24 A. Because they wanted to, all</p>

<p style="text-align: right;">Page 25</p> <p>1 they wanted was the assets. 2 Q. In terms of from Affiliate 3 Crossing's viewpoint, what were they 4 buying? Can you kind of break that down 5 for us? 6 A. Sure. They were buying my 7 knowledge of the auto industry, like, on 8 the affiliate side, generating leads. So 9 where I was generating the leads from, who 10 are my affiliates, who was my back end 11 providers, meaning the Leadnomics forms, 12 the All Web Leads forms. I had a company 13 called, they're out of business now. But I 14 had a company called SureHits as my exit 15 traffic, and that was like a click page. I 16 got paid on a penny per click on exit 17 traffic. So they bought that knowledge 18 from what I was doing with that company. 19 So they can basically go ahead and, you 20 know, replicate what I was doing. 21 Q. Okay. Did they buy the right 22 to use any of your websites? 23 A. No. None of my websites, like 24 I said, had anything to do with that. They</p>	<p style="text-align: right;">Page 27</p> <p>1 Q. Is that when you started 2 snappysurveys.net? 3 A. That's correct. 4 Q. What other websites did you 5 have for auto insurance besides Snappy Auto 6 Insurance? 7 A. Let's see. If I can find them. 8 I don't even remember. I would have to 9 maybe, I believe it's this one here. Is 10 this one mine? I can tell by the page. 11 Let's see. So zippyinsurance.net. This 12 one is still live actually. And you can 13 see what I'm talking about if you actually 14 go to this website. Really, it's an All 15 Web Leads form. 16 Q. So you're saying when you look 17 at a website, you can tell whether there's 18 an All Web Leads form used? 19 A. If it's still active, yeah. 20 Q. What would signify that? 21 A. Well, I just go on the terms. 22 Q. Terms of -- 23 A. When I went to the website, 24 when I went to page two, you can see on the</p>
<p style="text-align: right;">Page 26</p> <p>1 were just buying basically the back end of 2 everything. 3 Q. And -- 4 A. And then like I said, at that 5 point forward, we stopped running auto 6 insurance altogether. 7 Q. When you say we, who are you 8 referring to? 9 A. My company. 10 Q. Is that Author Vision? 11 A. Well, Author Vision, right, was 12 basically terminated at that point. You 13 can look at sunbiz.com. You can see it was 14 basically terminated around that time, as 15 well. I started Seal Dog Media, and that 16 is strictly basically a coregistration 17 company for survey registrations. 18 Q. So you moved from auto 19 insurance to survey? 20 A. Surveys and sweepstakes, yes. 21 Q. Survey and sweepstakes? 22 A. As you can see on the Seal Dog 23 website, those are the properties that we 24 were running.</p>	<p style="text-align: right;">Page 28</p> <p>1 terms that because it's not my terms, that 2 it said the company's name. 3 Q. I see. So if a website's no 4 longer operational, you couldn't navigate 5 to page two, right? 6 A. That's correct. 7 Q. So you said you sold your 8 network and stopped doing the auto 9 insurance stuff, and you believe it was 10 April of 2015, right? 11 A. That sounds about right. 12 Q. Do you recall using the 13 services of LeadVision Media, LLC, D/B/A, 14 Revenue Ads? 15 A. I do know that company, yes. 16 The Revenue Ads. I didn't know the other 17 name. 18 Q. That's just kind of their 19 official corporate name, but it looks like 20 they do business as Revenue Ads. Do you 21 recall purchasing services for ZIP submits? 22 A. Well, that would make sense 23 because like I said, our websites only 24 collected ZIP and e-mail.</p>

<p style="text-align: right;">Page 29</p> <p>1 Q. And hold on. Bear with me for 2 a second here. Would it surprise you if 3 you were still paying for those services in 4 July of 2015? 5 A. Definitely not. 6 Q. You don't think you would have 7 been paying for that service in July? 8 A. No, I do not. 9 Q. Can you just tell us what ZIP 10 submits are? 11 A. Figure you go to a web page. 12 You know how web pages have a form on them. 13 It would say, enter your ZIP code. You 14 enter your ZIP code. That's a ZIP submit. 15 Q. So what's the service that 16 you're paying for? 17 A. The lead. 18 Q. So this is -- 19 A. The ZIP was considered a lead. 20 Q. Okay. So this is where they're 21 not entering it on a website that you own; 22 they're entering it on a different website; 23 is that fair? 24 A. No, no, no, no. They would</p>	<p style="text-align: right;">Page 31</p> <p>1 Revenue Ads' system. 2 Q. Okay. When that happens, are 3 they still physically entering information 4 on your website? 5 A. Just the form that we have on 6 our website on, that we, on page one, which 7 would be the ZIP code and e-mail submit. 8 That's where, or some pages actually just 9 had ZIP submit like you were saying. 10 That's where the pixel would fire. We then 11 would hope that they would go to page two 12 and fill out the form, where All Web Leads 13 and Leadnomics were paying us. That's 14 where we were making the money, however, it 15 never really worked out and that's why we 16 paused. 17 Q. Okay. How would they navigate 18 from page one to page two, what happens? 19 Would they enter -- 20 A. Enter your ZIP. On this 21 particular I guess one that you're 22 mentioning here, I guess enter your ZIP 23 code and press submit. 24 Q. So if they pressed submit, that</p>
<p style="text-align: right;">Page 30</p> <p>1 send the traffic to our website. 2 Q. Can you kind of break that down 3 for us and explain how that works? 4 A. So in affiliate marketing, I'm 5 trying to put this into the easiest to 6 understand terms. So give me a second to 7 think about it. So Revenue Ads is an 8 affiliate network. They have a list of 9 people, affiliates, what they call, that 10 they work with. They give their affiliates 11 campaigns to run. How their affiliates run 12 their campaigns is based off of the 13 approved traffic sources that the 14 advertiser, which would have been me at 15 that point, would allow. So say, no 16 incentivized traffic, no e-mail traffic, or 17 you know, et cetera. 18 They would put, the affiliate 19 would put the banner ad or whatever on 20 their website, and when someone clicks on 21 it, it would get redirected to our website. 22 And when a lead was submitted, a tracking 23 pixel would have been fired, and that would 24 have triggered a lead in my system and</p>	<p style="text-align: right;">Page 32</p> <p>1 takes them to page two? 2 A. That's correct. 3 Q. Then they have the option of 4 entering additional information? 5 A. That's correct, which is not 6 hosted by us. 7 Q. Right. So if they entered it 8 there, would you ever see that data entered 9 on page two? 10 A. No. 11 Q. So if this is a ZIP only form 12 on page one, you wouldn't even ever see the 13 e-mail; is that correct? 14 A. That's correct. 15 Q. Do you know if you searched the 16 Snappy database by ZIP code? 17 A. I mean, if I searched it by ZIP 18 code, I'm going to get probably, you know, 19 god knows how many leads from back in the 20 day from that ZIP code. That's not going 21 to do anything. 22 Q. But just for the purposes of my 23 question, do you know if the Snappy 24 database was searched by Mr. Mantha's ZIP</p>

<p style="text-align: right;">Page 33</p> <p>1 code?</p> <p>2 A. I don't believe so. We only</p> <p>3 searched by the e-mail address because that</p> <p>4 would have been a lot more targeted.</p> <p>5 Q. Do you know if Snappy was a ZIP</p> <p>6 only page one web form?</p> <p>7 A. I do not believe so because I</p> <p>8 have the screenshots of the web page here,</p> <p>9 and it's an e-mail and ZIP. Actually I</p> <p>10 mean, the screenshots only show a ZIP</p> <p>11 submit, but I know for a fact after you</p> <p>12 entered the ZIP code, the e-mail address</p> <p>13 field would pop up. So I know for a fact</p> <p>14 that that was an e-mail and ZIP page.</p> <p>15 Q. You're talking about page one</p> <p>16 in the Snappy website?</p> <p>17 A. That's correct.</p> <p>18 Q. So I thought you said when you</p> <p>19 enter it on page one, you get taken to page</p> <p>20 two. Is that not correct?</p> <p>21 A. That is correct. So like I</p> <p>22 said, on Snappy, it's still page one before</p> <p>23 the form. But think about, like, so you</p> <p>24 enter your ZIP code. And then it's still</p>	<p style="text-align: right;">Page 35</p> <p>1 practice?</p> <p>2 A. That's correct.</p> <p>3 Q. I just want to go back to, so I</p> <p>4 understand a ZIP submit. Was there any</p> <p>5 type of marketing that you did, where a</p> <p>6 lead would come to you already submitted,</p> <p>7 and by you, I'm talking about Snappy Auto</p> <p>8 Insurance right now?</p> <p>9 A. What kind of leads? Like a</p> <p>10 full lead, like with their name, their</p> <p>11 e-mail, their phone, and everything like</p> <p>12 that?</p> <p>13 Q. Well, you tell me. So we</p> <p>14 talked about how a customer --</p> <p>15 A. We were pretty much an e-mail</p> <p>16 generation company. So we were only really</p> <p>17 generating e-mail. That was the only form</p> <p>18 of contact information that we would store.</p> <p>19 Q. I think I understand that</p> <p>20 portion of it, but I'm just talking about</p> <p>21 how you even get to that ZIP code and</p> <p>22 e-mail to begin with. So a consumer could</p> <p>23 have navigated to Snappy Auto Insurance</p> <p>24 organically, right? That's one way?</p>
<p style="text-align: right;">Page 34</p> <p>1 on the landing page, but the form quickly</p> <p>2 changes. You guys might want to consider</p> <p>3 it page two, but I consider it still page</p> <p>4 one because the page never changed. But</p> <p>5 enter your ZIP code, and then where it said</p> <p>6 enter your ZIP code, that changes to enter</p> <p>7 your e-mail address. You enter your e-mail</p> <p>8 address. You press submit. Then it takes</p> <p>9 you to a physical new page, where that</p> <p>10 iframe code was on.</p> <p>11 Q. You said you know for a fact</p> <p>12 that Snappy was both a ZIP code and e-mail</p> <p>13 page one of that form; is that correct?</p> <p>14 A. That is correct.</p> <p>15 Q. How are you so sure about that?</p> <p>16 A. Because 99.9 percent of our</p> <p>17 websites were always like that. We only</p> <p>18 did the ZIP submit on a certain, on certain</p> <p>19 cases.</p> <p>20 Q. Do you have any documents to</p> <p>21 show that that was also true for Snappy?</p> <p>22 A. I don't know.</p> <p>23 Q. So is it fair to say, it's an</p> <p>24 assumption you're making based on your</p>	<p style="text-align: right;">Page 36</p> <p>1 A. I mean, I guess. But to be</p> <p>2 honest with you, we've never driven any</p> <p>3 organic traffic. It was all affiliate</p> <p>4 traffic. That doesn't mean that I guess</p> <p>5 somehow online, you can find the website.</p> <p>6 I mean, sure. I'm not going to say that</p> <p>7 that could not have happened.</p> <p>8 Q. Another way would have been</p> <p>9 through affiliate marketing, where I think</p> <p>10 you described as an example someone clicked</p> <p>11 on a banner on another website, and it</p> <p>12 redirects to Snappy; is that right?</p> <p>13 A. That is correct.</p> <p>14 Q. Is it also possible that the</p> <p>15 leads were being generated on another</p> <p>16 website in terms of a consumer already</p> <p>17 entered their ZIP code and e-mail, and</p> <p>18 possibly other information somewhere else,</p> <p>19 and then that was given to Snappy?</p> <p>20 A. No.</p> <p>21 MR. BRODERICK: Objection.</p> <p>22 A. We never operated that way.</p> <p>23 Q. How do you know that for sure?</p> <p>24 A. Because that's not how we ever</p>

<p style="text-align: right;">Page 37</p> <p>1 did anything. I know that. Our system, we 2 always were at that point when we were 3 doing the auto insurance and affiliate 4 network. So an affiliate network, we gave 5 out a unique link to each of our 6 affiliates, and that's the link that they 7 used to send the traffic to the website. 8 Q. Do you know how many affiliates 9 you had for Snappy? 10 A. I don't recall. I don't even 11 have access to CAKE Marketing, or what was 12 the other one we used? HasOffers is the 13 other tracking software we used. 14 Q. What was the other one? 15 A. CAKE Marketing, like a birthday 16 cake. 17 Q. What did those companies do? 18 A. They are an affiliate marketing 19 software company. So basically they have 20 the, what we call the affiliate network. 21 We pay them monthly to have our branded 22 copy of their software, and this is where 23 our affiliates come in, and this is where 24 they pull their campaigns, they check their</p>	<p style="text-align: right;">Page 39</p> <p>1 that was the time we pretty much stopped 2 doing auto insurance. 3 Q. But when you described it as a 4 merger, do you now have part ownership 5 stake in this company, Affiliate Crossing? 6 A. No. As you can see in the 7 article that I will be sending you, it was 8 actually a purchase. They paid \$12,000 for 9 the assets. 10 Q. So it wasn't a traditional 11 merger. You're just saying that they 12 bought kind of knowledge -- 13 A. That is absolutely correct. 14 Q. Okay. And who owns Affiliate 15 Crossing? 16 A. His name is Ricky, and his last 17 name is spelled, it's like, really I can't 18 really pronounce it too well. It's 19 spelled, A-H-U-J-A. 20 Q. Is he based in Florida? 21 A. No. I think if I'm not 22 mistaken, Virginia. 23 Q. Is it a Virginia company, do 24 you know?</p>
<p style="text-align: right;">Page 38</p> <p>1 stats, and all that. 2 Q. Okay. When's the last time you 3 paid them in connection with Snappy Auto 4 Insurance? 5 A. Well, it wouldn't necessarily 6 be just for Snappy. This would have been 7 every single campaign that we were running. 8 But let's see. When I stopped doing that 9 as full-time, but the auto insurance 10 stopped roughly in 2009, so it would have 11 stopped roughly around when that article 12 was written, which was when the merger 13 happened. That would have roughly stopped 14 around 2008 -- I'm sorry. 2015 era. And 15 then at that time, we switched over to the 16 surveys and sweeps. 17 Q. Sorry. Did you say 2018? 18 A. I didn't mean that. I didn't 19 mean that. I corrected myself. I said, I 20 meant '15. 21 Q. And you just described it as a 22 merger. Are you talking about the deal 23 with Affiliate Crossing? 24 A. That's correct. Like I said,</p>	<p style="text-align: right;">Page 40</p> <p>1 A. Doesn't say. Nah. I don't 2 recall. 3 Q. Do you still do business with 4 him or Affiliate -- 5 A. No. 6 Q. - Crossing? Was this the only 7 deal you've ever done with him? 8 A. Like I said earlier, he used to 9 be one of my affiliates. So he was running 10 traffic for me for a while, and then he 11 decided he'd like to purchase. 12 Q. Was he an affiliate for Snappy 13 Auto Insurance? 14 A. He was. 15 Q. Was that individually, or 16 through this company, Affiliate Crossing? 17 A. Through the company. 18 Q. Do you know if Affiliate 19 Crossing has any other officers or members? 20 A. At this point, I have no clue. 21 Q. What about at that time? 22 A. They had a guy named Chris. 23 Q. Do you recall his last name? 24 A. No, I do not.</p>

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1 **Q. At the time of the sale, was**
 2 **there any discussion at all about what**
 3 **would happen to the websites, like Snappy**
 4 **Auto Insurance?**
 5 A. I don't recall. It could be
 6 listed in this agreement that I would send
 7 you, but I haven't read it in a long time.
 8 **Q. Okay. So we'll circle back on**
 9 **that when I have a copy. All right. I**
 10 **kind of want to go take a step back and**
 11 **talk about some basics about the website.**
 12 **So GoDaddy indicated the website, Snappy**
 13 **Auto Insurance, was created around**
 14 **September of 2013. Does that sound about**
 15 **accurate?**
 16 A. That sounds about right.
 17 **Q. Were you the only one involved**
 18 **in creating it?**
 19 A. At that point, I was doing some
 20 business with Blueflame. We had partnered
 21 up on a lot of our auto insurance stuff.
 22 **Q. Is that Blueflame Web Marketing**
 23 **LLC?**
 24 A. That's correct.

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1 **Q. There's also a Blueflame Elite?**
 2 A. Well, that's real old.
 3 **Q. Is that your company?**
 4 A. No. That's Justin Cohen's.
 5 Well, actually I don't even know if he
 6 actually owned that to be honest with you.
 7 I don't even know.
 8 **Q. Do you know if it was**
 9 **associated with Blueflame Web Marketing?**
 10 A. So I don't recall.
 11 **Q. What do you recall about**
 12 **Blueflame Elite?**
 13 A. Let's see. So Blueflame Elite
 14 if I'm not mistaken was ran by Weet
 15 (phonetic) Smart Interactive out of South
 16 Carolina, if I'm not mistaken.
 17 **Q. You don't think it was owned by**
 18 **Justin Cohen, as well, even though they're**
 19 **both Blueflame?**
 20 A. He very well might have. I
 21 know like I said, I know I worked with
 22 Justin at Blueflame Marketing with, we
 23 partnered up on a lot of the auto insurance
 24 sites. But I worked for Blueflame Elite

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1 back in the day, and I don't recall Justin
 2 ever being, like, an owner of that.
 3 **Q. So you worked for Blueflame**
 4 **Elite?**
 5 A. Yeah.
 6 **Q. What did you do with them?**
 7 A. I was an affiliate manager.
 8 **Q. What does that mean?**
 9 A. Meaning, I was the guy that was
 10 going out and looking for the affiliates to
 11 run our campaigns.
 12 **Q. Did Blueflame Elite have**
 13 **anything to do with Snappy Auto Insurance?**
 14 A. I, no. I don't recall. I
 15 think this is before that ever started.
 16 **Q. So do you mean that you don't**
 17 **remember that Blueflame Elite had any**
 18 **connection to Snappy?**
 19 A. That's correct.
 20 **Q. So Blueflame --**
 21 A. We're talking years ago.
 22 **Q. So Blueflame Web Marketing was**
 23 **also involved in some respect with Snappy**
 24 **Auto Insurance?**

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1 A. I don't think so.
 2 **Q. I thought that you --**
 3 A. Did you say Elite, or
 4 Marketing.
 5 **Q. Marketing?**
 6 A. Yes, yes. Marketing was.
 7 **Q. Okay. Can you just kind of**
 8 **generally describe to me what your role was**
 9 **versus Blueflame Web Marketing with respect**
 10 **to Snappy?**
 11 A. We were even partners.
 12 **Q. Was that set forth in a**
 13 **contract or agreement?**
 14 A. No.
 15 **Q. Would you say that you were**
 16 **kind of half and half owners?**
 17 A. Yeah. During that time.
 18 **Q. Are you talking about the time**
 19 **it was created?**
 20 A. Yes.
 21 **Q. So we're talking 2013?**
 22 A. Mm-hmm.
 23 **Q. And would you say that you half**
 24 **owned this website individually, or on**

<p style="text-align: right;">Page 45</p> <p>1 behalf of a company? 2 A. Well, at that point, my company 3 was Author Vision and Justin had Blueflame. 4 And we necessarily weren't like legal 5 partners or anything like that, but we 6 basically just split. We did everything 7 50/50. 8 Q. And I assume at some point, 9 some money was being made off of leads that 10 came through the site? 11 A. If anything was, if any money 12 was generated off of that website, me and 13 Justin split it. 14 Q. Split 50/50? 15 A. Yes. 16 Q. But you don't think there was 17 any written agreement about that? 18 A. Not that I know of. 19 Q. You two are kind of long-term 20 friends; is that -- 21 A. That's correct. 22 Q. Who built the website? 23 A. Again we used at that time, it 24 was Elance. Now it's called Upwork. We've</p>	<p style="text-align: right;">Page 47</p> <p>1 A. Yes. The Kapeo. 2 Q. Do you know his last name -- 3 A. But like I said, I don't 4 remember if he was still working for us at 5 that time. 6 Q. Do you know Kapeo's last name? 7 A. I don't. 8 Q. Do you know where he's based 9 out of? 10 A. He's in India. 11 Q. How do you communicate with 12 him? 13 A. Skype. 14 Q. Do you ever communicate with 15 him over e-mail? 16 A. No. 17 Q. You've never communicated with 18 him over e-mail? 19 A. I'd have to double check. It's 20 mostly through Skype. I send him 21 everything over Skype. There might be some 22 e-mail. 23 Q. For tech team, is that it, or 24 is there someone else?</p>
<p style="text-align: right;">Page 46</p> <p>1 used designers pretty much on there to do 2 it. We just kind of find someone that's 3 cheap that, you know, has good past work, 4 and that's who we hired. 5 Q. Was their role just -- 6 A. Just as a designer. Project by 7 project. Not by staff. 8 Q. So this would have happened in 9 2013. Do you know that if they had any 10 further work on the site besides then? 11 A. Definitely not. 12 Q. They didn't do any periodic 13 maintenance or anything like that? 14 A. No. 15 Q. If the site needed some 16 maintenance work, who did you call or who 17 did you engage? 18 A. We had our tech. 19 Q. Who would that be? 20 A. I don't recall if our current 21 tech was still working for us then, but so 22 I couldn't give you an actual name. 23 Q. Is that the person you 24 mentioned earlier?</p>	<p style="text-align: right;">Page 48</p> <p>1 A. He's the only person we've been 2 using lately. 3 Q. Do you recall who you used 4 before him? 5 A. I don't. Like, remember I just 6 told you, I'm not 100 percent sure if he 7 was still with us at that point or if, I 8 don't remember. 9 Q. So I guess one thing I'm 10 wondering. If you're not sure when he 11 became involved, would he even have all the 12 information and documents on the database 13 for Snappy? 14 A. Well, he has access to the 15 database, so. 16 Q. But, so I thought you said that 17 he created the database? 18 A. What's that? 19 Q. I thought you said that he 20 created the database? 21 A. He might have. I don't 22 remember if he was involved with us during 23 the beginning. I know that he worked 24 everything out and fixed a bunch of stuff</p>

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1 in your system, and redesigned it,
2 redesigned everything.
3 **Q. But if there was someone before**
4 **him, would he have been given what they had**
5 **at the time? I mean, do you have any**
6 **knowledge of that?**
7 A. I don't remember.
8 **Q. All right. So you and**
9 **Mr. Cohen created this website in 2013. I**
10 **think you said you were kind of 50/50 on**
11 **it, but you paid for it, right?**
12 A. It was in my GoDaddy account.
13 Yes.
14 **Q. Do you know why the decision**
15 **was made for you to pay for it?**
16 A. I just probably went in there
17 and started looking for a domain to buy,
18 and it was available. So I probably just
19 purchased it.
20 **Q. Did Mr. Cohen --**
21 A. I know the database side is on
22 his side.
23 **Q. The database side?**
24 A. Mm-hmm.

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1 **Q. What do you mean?**
2 A. He pays for I believe the
3 database. I don't know what, I do not know
4 where that's hosted.
5 **Q. So you're not sure if it's a**
6 **cloud or something like that?**
7 A. Yeah. I don't know. Yeah. I
8 know he has the database on his end.
9 **Q. Let me ask you this. What else**
10 **is in the database besides**
11 **snappyautoinsurance.com records?**
12 A. I mean, we would have for any
13 URL that we have a database for. So
14 obviously our survey sites, our sweepstakes
15 site. Some of the older, you know, auto
16 insurance sites are probably still in
17 there.
18 **Q. Is it true that he's always**
19 **been kind of in control of the database?**
20 A. He's always paid for that.
21 Yes.
22 **Q. Do you know if he has access to**
23 **it?**
24 A. I don't know.

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1 **Q. If you had a question about the**
2 **database, would you ask him, or would you**
3 **ask Kapeo --**
4 A. I would ask my tech.
5 **Q. Did Mr. Cohen ever reimburse**
6 **you for any of the GoDaddy expenses for**
7 **Snappy?**
8 A. We've always just split
9 revenues and profits. So whoever had
10 expenses that, you know, was yes, that was
11 paid back.
12 **Q. So how would you split that?**
13 **Would you take --**
14 A. On the end of the month,
15 whatever profit came in and whatever the
16 cost was, we deducted the cost to the
17 profit and divided it evenly.
18 **Q. In terms of recordkeeping for**
19 **profit and cost for these websites, how do**
20 **you keep those records?**
21 A. Well, back then, it was very
22 easy because we had the affiliated network.
23 The affiliated network showed you your
24 costs and showed you your revenue.

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1 Everything was tracked in there. The only
2 cost that was not was obviously, you know,
3 servers and this and that. So whoever paid
4 for that at that time, I don't recall who
5 was paying for what, got paid back for
6 their costs.
7 **Q. Okay. Just to back up. So**
8 **what I understand, the affiliated network**
9 **provides the leads to your website in terms**
10 **of --**
11 A. Well, it doesn't provide the
12 leads. It just provides the tracking
13 software.
14 **Q. So it directs people to the**
15 **Snappy website; is that accurate?**
16 A. No.
17 **Q. Okay.**
18 A. So affiliate marketing is so
19 hard to explain. The tracking software
20 that we used, just say CAKE Marketing is
21 one. They just provided a platform for you
22 to use. Here, you enter all your
23 campaigns, get your affiliates to sign up.
24 The affiliates pick up the campaign from

<p style="text-align: right;">Page 53</p> <p>1 the system. They run it on their websites. 2 All the tracking software is going to do is 3 just generate a lead and tracking. It's 4 not going to store any information. All it 5 does is it tracks the actions, the clicks, 6 the conversions, the cells, et cetera. The 7 database is what stores the data. Hope 8 that answered your question. 9 Q. Sort of. So, but on a kind of 10 larger level from what I understand, you're 11 paying the affiliates to drive traffic and 12 by -- 13 A. We pay the affiliates for every 14 conversion that was generated. So on this 15 case, I guess you were mentioning a ZIP 16 submit. If they entered their ZIP and it 17 was a valid ZIP because we had validations 18 in place, then the tracking pixel from the 19 affiliate network would fire, and that 20 would trigger the affiliate system to show 21 the lead. 22 Q. What were the validation 23 systems that you had in place? Was that 24 Xverify?</p>	<p style="text-align: right;">Page 55</p> <p>1 get that if a lead was converted, you're 2 then paying the affiliates. But the 3 missing link is, who are you selling the 4 leads to? 5 A. Like I told you, the only form 6 of selling the lead was through Leadnomics 7 or All Web Leads. Those were the only two 8 companies that we worked with. 9 Q. So they would have purchased 10 every single -- 11 A. It's not even that. So 12 basically like I said, our website 13 collected either ZIP submit or e-mail and 14 ZIP. At that point once that was formed 15 and submitted, it goes to page two. At 16 page two, they had iframe. The iframe was 17 the full form auto insurance lead. That 18 was either hosted by Leadnomics or All Web 19 Leads. So one of those two companies was 20 getting the lead. 21 Q. Right. So did you have a 22 contract in place with those companies? 23 A. We had an affiliate agreement. 24 Like, basically, like, our affiliates would</p>
<p style="text-align: right;">Page 54</p> <p>1 A. I think we did work with them. 2 I'm not 100 percent sure if it was them the 3 whole entire time, but I believe we did 4 work with them at one point. 5 Q. Do you recall any other 6 validation services you used? 7 A. I don't remember. We're 8 talking years ago. 9 Q. Do you remember how that worked 10 in terms of validating the ZIP codes? 11 A. I'm assuming that they had a 12 list of every valid ZIP, and I'm assuming 13 that when a lead was entered in our 14 website, it would validate through their 15 system real quick. And then if it was 16 valid, it would continue. If not, then 17 maybe the tracking pixel wouldn't fire and 18 the lead wouldn't count. 19 Q. Do you have any reference about 20 that, or would that be with a company? 21 A. That would have to be with that 22 company. 23 Q. So I think I generally 24 understand how you generated traffic, and I</p>	<p style="text-align: right;">Page 56</p> <p>1 sign up for our affiliate network. We 2 would do the same thing with their 3 affiliate network. 4 Q. Do you have copies of those 5 agreements -- 6 A. I do not. 7 Q. Do you know anyone who would 8 have a copy of that? 9 A. Those two companies would. 10 Q. You're not sure which one you 11 used for Snappy? 12 A. I mean, we rotated. So we 13 probably had both of them on there at one 14 point. 15 Q. What was the per lead purchase 16 price, do you recall? 17 A. I do not remember. Those kind 18 of things do go up and down. 19 Q. How did they pay you? 20 A. Either check or a bank wire. 21 Q. Do you recall the last time 22 that they paid you? 23 A. No, I do not. 24 Q. Is there a way for you to find</p>

<p style="text-align: right;">Page 57</p> <p>1 out the last time they paid you in 2 connection with any of your auto insurance 3 sites? 4 A. I mean, you can contact them I 5 guess. They might know. 6 Q. I know, but right now we're 7 just talking about your records? 8 A. I don't have anything. I don't 9 even have Author Vision's bank account 10 anymore. 11 Q. So Author Vision had a separate 12 account? 13 A. Yup. 14 Q. Do you know what bank? 15 A. I don't recall. I know. I do 16 know. It was Citibank. 17 Q. When did you close that 18 account? 19 A. I don't remember. It had to 20 have been somewhere around that timeframe 21 of the merger in, like, 2015. 22 Q. Did either Leadnomics or All 23 Web Leads ever pay you individually? 24 A. To me, personally?</p>	<p style="text-align: right;">Page 59</p> <p>1 Q. So if a consumer was on Snappy 2 Auto Insurance and they got to page two, 3 they enter that information, I think you 4 said that you wouldn't know any of that 5 information that was entered, right? 6 A. That's correct. That goes 7 strictly straight, that form is hosted, and 8 the leads go straight into their database. 9 Either Leadnomics or All Web Leads. 10 Q. You talked about earlier when a 11 lead's converted, does that just mean when 12 a consumer fills out that page two? 13 A. When we get paid, you're 14 saying? When we got paid for that? 15 Q. Sure. 16 A. Yes. It would have to get, 17 fill out page two, and it would have to be 18 valid. 19 Q. So assuming those two things at 20 that point, the lead's converted? 21 A. That's correct. 22 Q. How did you find out that a 23 lead was converted? 24 A. The same exact way as our</p>
<p style="text-align: right;">Page 58</p> <p>1 Q. Mm-hmm. 2 A. No. 3 Q. What about Justin Cohen? 4 A. I couldn't answer. 5 Q. Okay. But -- 6 A. I don't know how he had his 7 thing set up on finances. 8 Q. But just for Snappy, if they're 9 paying you for the leads that they're 10 purchasing, who do you recall as getting 11 paid for that? 12 A. I mean, it could have been 13 either one of our companies at that point. 14 Q. Do you still use either 15 company? 16 A. No, I definitely do not. 17 Q. Why is that? 18 A. Because we don't do anything in 19 the auto insurance base or insurance at 20 all. 21 Q. Do they just do work in that 22 area? 23 A. Last time I heard, I knew that 24 they did. Yes.</p>	<p style="text-align: right;">Page 60</p> <p>1 affiliates would. We had what was called a 2 tracking pixel from either Leadnomics or 3 All Web Leads on our page two. So that way 4 on their system, we can log in just like 5 our affiliates would do in our system, and 6 they would see the lead like we would see 7 the lead in their system. 8 Q. When you say log on, do you 9 mean to an account that you had with them? 10 A. That is correct. We had a 11 login to both of their systems. 12 Q. Do you still have access to 13 those systems? 14 A. I highly doubt it. 15 Q. Why do you doubt it? 16 A. Because it's been over, what, 17 five years, six years. They usually close 18 accounts when they're inactive for over a 19 year. 20 Q. And -- 21 A. And I wouldn't even know what 22 my username or password was anymore because 23 I don't even have Author Vision's e-mails 24 anymore.</p>

<p style="text-align: right;">Page 61</p> <p>1 Q. What happened to Author 2 Vision's e-mails? 3 A. I deleted the inbox on my 4 computer when the company closed. 5 Q. What timeframe was that? Let's 6 just put it this way. Was it the time that 7 you sold Affiliate Crossing? 8 A. Roughly about that same time, 9 yes. 10 Q. So Mr. Brown, I understand that 11 the leads were sold to Leadnomics and All 12 Web Leads, but was there ever a time for 13 Snappy that you were selling the leads to 14 anyone else? 15 A. No. 16 Q. But only would have been those 17 two companies? 18 A. That's correct. 19 Q. At the time when you were 20 running the website, who had access to it? 21 A. The website? 22 Q. Yeah. Let's take a step back. 23 It's hosted on GoDaddy, right? 24 A. The website was, yes.</p>	<p style="text-align: right;">Page 63</p> <p>1 Q. I didn't. 2 A. Okay. I'm sorry. I said yes. 3 I don't recall if Kapeo was working with us 4 back then. But if he was, then he would 5 have been the one. 6 Q. Do you have an e-mail address 7 for him? 8 A. I can take a look for you. 9 Yeah. 10 Q. We'll do that during the next 11 break. Do you know if you ever logged onto 12 Snappy Auto Insurance? 13 A. Like the website? 14 Q. Right. 15 A. Yeah. I used to go on the 16 website all the time to check things out. 17 Q. So do you mean visit the 18 website, like type it into a URL, or do you 19 mean actually like log on as kind of the 20 webmaster? 21 A. I never was a webmaster. I 22 don't know any of that kind of stuff. 23 Q. Is that a term that's used in 24 the industry, webmaster?</p>
<p style="text-align: right;">Page 62</p> <p>1 Q. So you had a login to access 2 the website. Is that fair to say? 3 A. You mean like a login on 4 GoDaddy? 5 Q. Right. 6 A. Yeah. Yes. 7 Q. So if you wanted to change 8 something on the website, would you go 9 through the GoDaddy website? 10 A. I couldn't answer. I don't 11 know because like I told you, our tech 12 pretty much did all the changes at that 13 point. The website was developed, made 14 from the designer on Upwork. Well, back 15 then, Elance. Our tech took care of 16 everything. 17 Q. So you would have provided the 18 GoDaddy login to those people? 19 A. Only to my tech. 20 Q. So you're not sure who the tech 21 was at the time, right? Did you hear my 22 question? 23 A. Yes, yes. Did you hear my 24 answer?</p>	<p style="text-align: right;">Page 64</p> <p>1 A. I guess. Yeah. I've heard it 2 before. 3 Q. What's your understanding of 4 what that means? 5 A. I guess the person that makes 6 the changes. 7 Q. Was your tech guy the 8 webmaster? 9 A. Yes. 10 Q. Was that true for the entire 11 time that you owned the website? 12 A. I couldn't answer if it was the 13 whole entire time. I told you that before. 14 Q. You mean, because you don't 15 know who it was at the time; is that -- 16 A. Correct. 17 Q. But it either would have been 18 your old tech guy or Kapeo, right? 19 A. That's right. 20 Q. Was there anyone else who would 21 have been the webmaster for Snappy? 22 A. I don't think so. 23 Q. You don't think so? 24 A. Yes.</p>

<p style="text-align: right;">Page 65</p> <p>1 Q. Mr. Brown, if you need to take 2 a break, I'm happy to accommodate you. 3 Otherwise, I do need you to pay attention. 4 A. Sorry. I'm still running a 5 business here, too. So. 6 Q. I understand, but kind of the 7 quicker we can get through this, the 8 quicker I get you out of here. So besides 9 your tech guy, would anyone else have 10 access to the website? 11 A. No. 12 Q. Do you know if Mr. Cohen ever 13 accessed it? 14 A. I can't answer for someone. I 15 don't know. 16 Q. Just from your personal 17 knowledge? 18 A. I don't know. 19 Q. You paid for Snappy Auto 20 Insurance on GoDaddy through 2020, that's 21 correct? 22 A. What's that? 23 Q. You paid for the domain name, 24 snappyautoinsurance.com, through 2020; is</p>	<p style="text-align: right;">Page 67</p> <p>1 it was still active in the GoDaddy -- 2 A. Yeah. I own a lot of different 3 websites. I mean, I don't keep track of 4 them all because as long as I'm not, if I'm 5 not using them, it's in my account. If I 6 ever decide to use it again, it's there. 7 Q. When was the first time you 8 became aware of this lawsuit? 9 A. When the letter came in the 10 mail. I don't remember the date. 11 Q. Do you mean the subpoena? 12 A. Yes. 13 Q. What did you do when you got 14 that? 15 A. Originally I thought it was a 16 cease and desist. 17 Q. But did you speak to anyone 18 when you got that? 19 A. No. 20 Q. You didn't speak to a single 21 person when you got the subpoena? 22 A. I mean, I spoke to Justin 23 because his name was on it to see if he 24 received anything.</p>
<p style="text-align: right;">Page 66</p> <p>1 that right? 2 A. That's, I believe so. I 3 cancelled it when I guess I got this 4 notification because I didn't even know 5 that the site was still active. I know 6 there was no traffic driven to it because I 7 haven't paid for anything in over five, six 8 years for it. But I didn't even know it 9 was still on GoDaddy. 10 Q. So when you say you didn't pay 11 for it, do you mean the affiliate network 12 services? 13 A. Say that again. 14 Q. You said that you haven't paid 15 for it in a couple years, I think was your 16 testimony. So I'm asking, what do you mean 17 by that? Do you mean the affiliate network 18 services? 19 A. Yes. We haven't paid for any 20 sort of traffic related, I guess other than 21 keeping the domain alive. And I didn't 22 even know the domain was alive. 23 Q. So despite the fact that you 24 were paying for it, you weren't aware that</p>	<p style="text-align: right;">Page 68</p> <p>1 Q. What did you two speak about? 2 A. About this, and we both thought 3 I guess it was a cease and desist. So we 4 removed the website, and that was it. And 5 told you guys it was offline and had no 6 information. 7 Q. When did you remove the 8 website? 9 A. I guess it was the date that 10 you just mentioned. I don't have the 11 physical date here. Actually I might. 12 Let's see. Let's see here. Screenshot. 13 It looks like according to my tech here 14 screenshot, well. Actually the screenshot 15 that I took last night from GoDaddy. Not 16 from him. 4/17/2000 was when the website 17 went down, and 2015 looks like was the last 18 even change on the website. 19 Q. You're referring to screenshots 20 from GoDaddy? 21 A. Mm-hmm. 22 Q. So we're definitely going to 23 need to see copies of that. I think you 24 said 4/17/2000. You meant 2020, right?</p>

<p style="text-align: right;">Page 69</p> <p>1 A. Yes.</p> <p>2 Q. How did you go about taking the</p> <p>3 website down?</p> <p>4 A. I went, logged onto GoDaddy and</p> <p>5 deleted the URL.</p> <p>6 Q. Did you access the website</p> <p>7 itself, or were you just on your GoDaddy</p> <p>8 account?</p> <p>9 A. I went on my GoDaddy account.</p> <p>10 Q. So you weren't accessing the</p> <p>11 website itself?</p> <p>12 A. I don't know what you mean by</p> <p>13 that.</p> <p>14 Q. So your GoDaddy account is</p> <p>15 separate from logging onto the website</p> <p>16 itself to make changes, right?</p> <p>17 A. Okay. I don't know. Again I'm</p> <p>18 not, I don't know tech stuff, so.</p> <p>19 Q. Okay. So we talked about</p> <p>20 earlier, someone built the website and put</p> <p>21 all the terms on it that we see, right?</p> <p>22 A. Yes.</p> <p>23 Q. To do that, you have to be able</p> <p>24 to log on to some site to modify it, right?</p>	<p style="text-align: right;">Page 71</p> <p>1 language, correct?</p> <p>2 MR. BRODERICK: Objection.</p> <p>3 A. I mean, there was definitely</p> <p>4 opt-in for in the privacy policies for the</p> <p>5 e-mail, but TCPA, we wouldn't need that</p> <p>6 because we weren't collecting phone.</p> <p>7 Q. But what about on page two?</p> <p>8 A. That wasn't us. That wasn't</p> <p>9 hosted by us.</p> <p>10 Q. So that's what I'm getting at.</p> <p>11 So if there was language, that would have</p> <p>12 been on the page two web form; is that</p> <p>13 accurate?</p> <p>14 MR. BRODERICK: Objection.</p> <p>15 A. It would have to be their</p> <p>16 responsibility, yes.</p> <p>17 MR. BRODERICK: Christine?</p> <p>18 MS. KINGSTON: Yeah.</p> <p>19 MR. BRODERICK: Sorry to</p> <p>20 interrupt. Just when you get a</p> <p>21 chance, I could use a really quick</p> <p>22 break.</p> <p>23 MS. KINGSTON: Sure. Yeah.</p> <p>24 All right. We'll take a 10-minute</p>
<p style="text-align: right;">Page 70</p> <p>1 A. I guess so.</p> <p>2 Q. If I understand your testimony,</p> <p>3 you've never logged onto that website to</p> <p>4 access it and make modifications?</p> <p>5 A. That's correct.</p> <p>6 Q. When you took the website down,</p> <p>7 that's not what you did. You're saying</p> <p>8 that you logged onto your GoDaddy account;</p> <p>9 is that right?</p> <p>10 A. I logged into GoDaddy. I went</p> <p>11 into my URLs. I selected the URL. I</p> <p>12 clicked beneath.</p> <p>13 Q. Did you take any other actions</p> <p>14 at the time?</p> <p>15 A. No.</p> <p>16 Q. For Snappy when you were</p> <p>17 running it, there would have been some type</p> <p>18 of TCPA consent or opt-in language,</p> <p>19 correct?</p> <p>20 MR. BRODERICK: Objection.</p> <p>21 A. Say that again.</p> <p>22 Q. When you ran Snappy, on one of</p> <p>23 the web forms or both, there would have</p> <p>24 been some type of TCPA consent or opt-in</p>	<p style="text-align: right;">Page 72</p> <p>1 break.</p> <p>2 (Whereupon, a short recess was</p> <p>3 taken.)</p> <p>4 Q. So Mr. Brown, we're back on the</p> <p>5 record. You testified earlier that I think</p> <p>6 I understood your testimony to be that you</p> <p>7 had logged onto the GoDaddy website to</p> <p>8 check when it was last used. Do you recall</p> <p>9 testifying to that?</p> <p>10 A. Yes. And I guess I was looking</p> <p>11 at the database, not GoDaddy.</p> <p>12 Q. Did the database reflect when</p> <p>13 you last used Snappy?</p> <p>14 A. So, yeah. Let me open that</p> <p>15 screenshot, as well. Screenshot number</p> <p>16 two. As you can see, there hasn't been any</p> <p>17 changes prior to, I mean, there was one. I</p> <p>18 don't know what this change was here in</p> <p>19 2019, but other than that, any changes</p> <p>20 regarding the actual website itself,</p> <p>21 anything with the last one was in 2015.</p> <p>22 The ones that you see on 17/4/2020 were</p> <p>23 the, that's the day that the website was</p> <p>24 terminated.</p>

<p style="text-align: right;">Page 73</p> <p>1 Q. Are you talking about a 2 screenshot labeled, manager two? 3 A. No. Screenshot two. 4 Q. I don't think that you've given 5 us that. We just have lead one, manager 6 two, and manager? 7 A. Let's see what I sent here. If 8 I didn't, I will send it to you right now. 9 Q. Okay. Thank you. 10 A. You should have it any second. 11 MS. KINGSTON: Okay. So I'm 12 going to go ahead and mark all 18 13 exhibits now, and then, Hannah, I'm 14 not sure if you have those. But if 15 not, then I'll e-mail them to you 16 directly. Once I get this 17 screenshot, I'll mark that as Exhibit 18 19. 19 MR. BRODERICK: Can you e-mail 20 me those, as well? Just maybe do 21 they pick up on the Cohen ones? 22 MS. KINGSTON: No. These are 23 all -- 24 THE WITNESS: My wife just got</p>	<p style="text-align: right;">Page 75</p> <p>1 Q. I'm sorry? 2 A. You want me to try to do it? 3 Q. No. That's all right. You can 4 just refer to it because you have it, and I 5 sent that to Ted, as well. So let me know 6 if you have that in front of you. 7 A. I have the document in front of 8 me. I'm just trying to figure out how to 9 get back to the video here. Here we go. 10 Q. So we're looking at what I've 11 marked as Exhibit 19. This is a screenshot 12 that you just e-mailed to me. Can you just 13 kind of describe what we're looking at 14 here? 15 A. Yup. From my knowledge, you 16 can see the dates that, pages on the 17 website were modified. Showing that there 18 hasn't been any changes related to 19 modifying the website at all since 2015. 20 The only dates on here from 2020 were the 21 dates that we removed the website from the 22 online. 23 Q. Okay. So was this sent to you 24 by your tech guy?</p>
<p style="text-align: right;">Page 74</p> <p>1 home, so I'm just texting her, 2 telling her I'm on this call. 3 MS. KINGSTON: Ted, you got one 4 e-mail this morning from my 5 assistant, or you should have. 6 MR. BRODERICK: I got it. 7 There it is. Sorry. 8 (Whereupon, a screenshot was 9 marked as Brown Exhibit 19 for 10 identification as of this date by the 11 Reporter.) 12 MS. KINGSTON: So what I'm 13 going to do is we'll make this 14 screenshot Exhibit 19, and Hannah, 15 I'll make sure I e-mail you a copy. 16 And I'm going to screen share it. 17 THE WITNESS: All right. That 18 way, a four-year-old and my wife 19 won't come near and bug us. 20 Q. It's not wanting to screen 21 share a picture, which is typical. I'm 22 going to mark that Exhibit 19, which is a 23 screenshot you just sent me. 24 A. You want me to try to do it?</p>	<p style="text-align: right;">Page 76</p> <p>1 A. I actually e-mailed. Well, not 2 e-mailed. I'm sorry. I Skyped Justin for 3 the records because remember I told you, he 4 has database records. 5 Q. When was that, that you Skyped? 6 A. I believe it was yesterday 7 getting ready documents for you. 8 Q. So this is a screenshot that he 9 took of the database? 10 A. That's correct. 11 Q. Did he explain any of this to 12 you of what we're looking at? 13 A. Yeah. I just told you what he 14 told me about this screenshot. That's what 15 I have records of. 16 Q. So your understanding and your 17 explanation is coming directly from 18 Mr. Cohen? 19 A. Yup. 20 Q. Besides this screenshot, did he 21 send you anything else? 22 A. I got the screenshot of, 23 wherever did my screenshots go? All the 24 screenshots that I actually sent you were</p>

<p style="text-align: right;">Page 77</p> <p>1 from him. So the two managers that we 2 looked up those two companies. Quotewizard 3 and Fenix, we did not show those in the 4 database. The lead one was the e-mail 5 address of the person in question I guess, 6 of the lead that was generated. That shows 7 that we do not have that e-mail in our 8 database. And I believe that I also sent, 9 well. That's what he sent me. And then I 10 sent you, as well, the buyout agreement. 11 Q. So it was my understanding that 12 those screenshots had come from your tech 13 guy in India. Is that not correct? 14 A. No. 15 Q. So they came from Mr. Cohen? 16 A. Yup. If he got them from the 17 tech guy, I can't answer that. 18 Q. Do you know if he ran the 19 searches? 20 A. I asked Justin because he has 21 the, he pays for the database. So I asked 22 him for if we had some screenshots that I 23 can show. 24 Q. So you're not --</p>	<p style="text-align: right;">Page 79</p> <p>1 not a web developer. 2 Q. Okay. So since Mr. Cohen was 3 able to access what we're looking at, it's 4 fair to say he would be able to click on 5 those documents, correct? 6 A. Unless he got it from our tech. 7 Q. Did he tell you that he got it 8 from your tech guy? 9 A. No. I just asked if he had any 10 documents that he can pull up. He said 11 he'll look. So I'm assuming he probably 12 got it from our tech. 13 Q. You said when you took this 14 site down that you deleted the URL on 15 GoDaddy; is that right? 16 A. I did do that, as well. 17 Q. What else did you do? 18 A. That's all I did. 19 Q. So what I'm trying to 20 understand is, why are there documents here 21 dated in July 4th, 2020 if no changes to 22 the website were made at that time? 23 A. Like I told you, those were the 24 dates that the website went down.</p>
<p style="text-align: right;">Page 78</p> <p>1 A. He most likely got them from 2 our programmer because I don't believe 3 Justin knows any tech stuff either. 4 Q. When you say the programmer, 5 you mean the tech guy in India? 6 A. That's correct. 7 Q. What are these files we're 8 looking at, do you know? So for example, 9 there's one that says quotes. There's one 10 that says step two. Do you know what those 11 are? 12 A. On which screenshot are we 13 looking at right now? 14 Q. We're looking at Exhibit 19, 15 which is the most recent one you sent me, 16 screen -- 17 A. So I don't know what these are. 18 I'm assuming that they're pages on the 19 website maybe. So step two would be where 20 the iframe was. Terms is the terms and 21 conditions. The privacy policy. The index 22 file is usually where the landing page is. 23 So I'm assuming they're just different 24 parts of the website. I don't know. I'm</p>	<p style="text-align: right;">Page 80</p> <p>1 Q. Well, I understand that. But 2 you said that the actions you took to take 3 the website down was to simply delete the 4 URL from the GoDaddy account; is that -- 5 A. That's what I did. 6 Q. Did anyone else do anything 7 else to take the website down? 8 A. I mean, Justin might have 9 reached out to our programmer and asked him 10 to do stuff, as well. This is what I was 11 under the knowledge of, that those were the 12 dates that the changes were done to remove 13 the website, other than me deleting the 14 domain name from GoDaddy. 15 MR. BRODERICK: Christina, I 16 don't see anything on this document 17 from July, 2020, if that was your 18 question. 19 MS. KINGSTON: That's right. 20 For the record, it looks like I was 21 transposing it. So it's actually 22 April, it looks like 17th, 2020. 23 MR. BRODERICK: Right. 24 Q. Okay. So Mr. Brown, looking at</p>

<p style="text-align: right;">Page 81</p> <p>1 this, this certainly seems to reflect that 2 someone modified something on the website 3 at that time, correct? 4 MR. BRODERICK: Objection. 5 A. I'm under the impression that 6 this was to remove the website. 7 Q. When you say under the 8 impression, do you -- 9 A. That's what I was told, that 10 the changes from 2020 were to remove the 11 website. 12 Q. Who told you that? 13 A. That's what Justin has 14 mentioned that the tech has said to us. 15 Q. Did someone ask the tech to do 16 this? 17 MR. BRODERICK: Objection. 18 A. Again I'm assuming that Justin 19 had asked the tech to do this. 20 Q. Well, I'm just at this point 21 asking about what you know. So did at any 22 point Justin tell you, I'm going to ask the 23 tech to do something on the website? 24 A. I do not recall that.</p>	<p style="text-align: right;">Page 83</p> <p>1 website down? 2 A. Not that I know of. 3 Q. So you had no knowledge of 4 whatever changes we're looking at 5 happening? 6 MR. BRODERICK: Objection. 7 A. Again like when I told him I 8 was taking the website down, he probably as 9 well made these changes, as well, or had 10 the programmer make these changes. All 11 I'm -- 12 Q. Did you -- 13 A. That's all I know. 14 Q. Did you ask him to make these 15 changes? 16 MR. BRODERICK: Objection. 17 A. I, we both agreed that we need 18 to take the website down. 19 Q. Why was that? 20 A. Because you guys obviously sent 21 us an issue with the site, which we weren't 22 even running the website at the time. So 23 like I told you prior, I didn't even know 24 the website was still active.</p>
<p style="text-align: right;">Page 82</p> <p>1 Q. You don't recall a conversation 2 with Mr. Cohen about this? 3 A. Not him saying that, no. 4 Q. What do you recall was the 5 conversation? 6 A. I asked Justin if we have any 7 documentation to show that we have removed 8 the website, or proved that we had not made 9 any changes prior, and this is what they 10 sent me. 11 Q. That was the conversation you 12 had yesterday? 13 A. Yesterday, and the day before. 14 Something like that. Yes. 15 Q. But before then, have you 16 spoken with Mr. Cohen about the website 17 being taken down? 18 A. Other than the day that I 19 deleted the domain. 20 Q. So you told Mr. Cohen, you were 21 going to be deleting the domain, correct? 22 A. Yes. 23 Q. Did you two discuss doing 24 anything else besides that to take the</p>	<p style="text-align: right;">Page 84</p> <p>1 Q. Do you know who was running it 2 in 2019? 3 MR. BRODERICK: Objection. 4 A. As far as my impression, no one 5 was because this site was inactive. 6 Q. When you say inactive, what do 7 you mean? 8 A. We weren't driving any traffic 9 to the website. 10 Q. Was it possible that someone 11 else was? 12 MR. BRODERICK: Objection. 13 A. If there was, I had no 14 knowledge of it. 15 Q. I'm just trying to understand. 16 Looking at Exhibit 19, there's five files 17 from 2020. Do you see that? 18 A. Yes. 19 Q. And that certainly seems to 20 indicate to me, but correct me if I'm 21 wrong, that there were changes made to 22 those files relative to that website at 23 that time? 24 MR. BRODERICK: Objection.</p>

<p style="text-align: right;">Page 85</p> <p>1 A. Under my impression, those were 2 the dates that the website was changed to 3 get removed. 4 Q. But if you deleted the URL, why 5 would these files need to be changed? 6 A. I don't know. I'm not a tech 7 person. 8 Q. Who would know that? 9 A. I guess my programmer. 10 Q. Would Mr. Cohen know? 11 A. Possibly. 12 Q. I'm also seeing there's one 13 file from it looks like December 15th of 14 2019. Do you see that? 15 A. I do. I don't know what that 16 is. 17 Q. Did you ask Mr. Cohen about 18 that? 19 A. I did not. 20 Q. Have you ever spoken to 21 Mr. Cohen about it? 22 A. I did not. 23 Q. Have you spoken to anyone about 24 it?</p>	<p style="text-align: right;">Page 87</p> <p>1 you surprised to see that there was a file 2 dated in December, 2019? 3 A. I am because like I said, we 4 haven't used the website since 2015. 5 Q. I mean, but certainly does this 6 not indicate that someone used it in 2019? 7 A. I don't know. I'm not a tech 8 person. I don't know what these are. I 9 can tell they're folders for the website. 10 That's about it. 11 Q. Have you ever accessed this 12 database directly? 13 A. No. 14 Q. Is this the first time you're 15 even seeing a screenshot of it? 16 A. Yes. 17 Q. When you made the sale to 18 Affiliate Crossing, how come you didn't 19 take Snappy down at that time? 20 A. I don't remember. 21 Q. Was there any reason why you 22 would have kept paying for it? 23 A. I don't remember. Like I said, 24 I didn't even know that I still even had</p>
<p style="text-align: right;">Page 86</p> <p>1 A. I did not. 2 Q. Are you surprised to see that 3 there is a file with that date? 4 MR. BRODERICK: Objection. 5 MS. KINGSTON: Ted, are these 6 form objections? 7 MR. BRODERICK: Yeah. You're 8 asking him for a question, which he 9 has no foundation to answer about a 10 document -- 11 MS. KINGSTON: That's not a 12 form question. That's not a form 13 objection, I mean. 14 MR. BRODERICK: I'm not sure 15 about that. 16 MS. KINGSTON: It isn't. 17 That's an evidentiary basis. Getting 18 back to my question. Actually, 19 Hannah, could you tell me what the 20 question was? 21 (Whereupon, the referred to 22 question was read back by the 23 Reporter.) 24 Q. Mr. Brown, my question was, are</p>	<p style="text-align: right;">Page 88</p> <p>1 the website at that, when you guys sent 2 that letter. So I thought I might have 3 even removed it a long time ago. 4 Q. Do you remember if your GoDaddy 5 account that you were paying in bulk for 6 certain domains during certain time 7 periods, do you remember that? 8 MR. BRODERICK: Objection. 9 A. I don't remember what settings 10 I had in my GoDaddy account. 11 Q. Just trying to understand your 12 testimony. So when you received a copy of 13 the subpoena in this case, that's when you 14 decided to take down Snappy Auto Insurance; 15 is that right? 16 A. That's when I realized that the 17 site domain was still in my account. Yes. 18 Q. Why was the decision made to 19 take it offline at that point? 20 A. Well, one, why would I pay for 21 a URL that I'm not using anymore? That's 22 number one. And number two, obviously, you 23 know. I mean, I thought this was a cease 24 and desist when that letter came. So we</p>

<p style="text-align: right;">Page 89</p> <p>1 removed this website.</p> <p>2 Q. So do you understand that the</p> <p>3 lead that was sold to my client, the lead</p> <p>4 information indicates that it came from</p> <p>5 snappyautoinsurance.com --</p> <p>6 A. I mean, it's fully impossible</p> <p>7 that that happened because first of all, we</p> <p>8 never even collected e-mail. I mean, we</p> <p>9 never collected anything more than e-mail</p> <p>10 and ZIP. And two, we haven't generated any</p> <p>11 traffic to the website since at least 2015.</p> <p>12 So that's impossible.</p> <p>13 Q. Okay. But regarding the first</p> <p>14 thing you mentioned, I think you've</p> <p>15 testified at length that on page two, the</p> <p>16 web form did collect that type of</p> <p>17 information; is that --</p> <p>18 A. We never hosted that</p> <p>19 information.</p> <p>20 Q. Okay. I understand that, but</p> <p>21 so you're saying if someone entered</p> <p>22 information on page one of Snappy --</p> <p>23 A. That information, we hosted.</p> <p>24 So that information, our database keeps.</p>	<p style="text-align: right;">Page 91</p> <p>1 would you have any knowledge of how a</p> <p>2 downstream purchaser would see that</p> <p>3 information about whether it would indicate</p> <p>4 if it comes from Snappy?</p> <p>5 MR. BRODERICK: Objection.</p> <p>6 A. I wouldn't even know what</p> <p>7 you're technically talking about.</p> <p>8 Q. So when a lead is generated on</p> <p>9 snappyautoinsurance.com, it's sold to --</p> <p>10 A. Okay.</p> <p>11 Q. -- either Leadnomics or All Web</p> <p>12 Leads, correct?</p> <p>13 A. Correct.</p> <p>14 Q. Then they can sell it</p> <p>15 downstream to other companies, correct?</p> <p>16 A. I guess if that's their</p> <p>17 business model, yeah.</p> <p>18 Q. By the time they sell it, do</p> <p>19 you know one way or the other if they're</p> <p>20 indicating this lead came from</p> <p>21 snappyautoinsurance.com?</p> <p>22 MR. BRODERICK: Objection.</p> <p>23 A. After it leaves the e-mail and</p> <p>24 ZIP page, no, I don't. It's basically,</p>
<p style="text-align: right;">Page 90</p> <p>1 On page two, our database does not keep</p> <p>2 that information because it doesn't even go</p> <p>3 into our system at all.</p> <p>4 Q. I understand that, but if you</p> <p>5 just let me finish my question before you</p> <p>6 begin answering for the benefit of the</p> <p>7 Court Reporter. What I'm trying to figure</p> <p>8 out is, if a consumer goes to</p> <p>9 snappyautoinsurance.com and enters their</p> <p>10 information on page one, and then continues</p> <p>11 to page two and enters their information,</p> <p>12 you're saying that that lead is not</p> <p>13 considered to come from Snappy?</p> <p>14 MR. BRODERICK: Objection.</p> <p>15 A. In theory, no, it doesn't</p> <p>16 because it's an iframe that's on our web</p> <p>17 page. At that point, it is the</p> <p>18 advertiser's system that is recording that</p> <p>19 lead not ours.</p> <p>20 Q. Have you ever seen how that</p> <p>21 information is sold?</p> <p>22 A. No. It's not in my system. I</p> <p>23 don't know.</p> <p>24 Q. But what I'm getting at is,</p>	<p style="text-align: right;">Page 92</p> <p>1 it's all on their system at that point. I</p> <p>2 have no visible...</p> <p>3 Q. Okay. So what I'm trying to</p> <p>4 get at is, if they're selling a lead that</p> <p>5 started from snappyautoinsurance.com,</p> <p>6 meaning a consumer enters the information</p> <p>7 on page one, it's certainly possible that</p> <p>8 if they sell that lead, it's going to</p> <p>9 indicate snappyautoinsurance.com, correct?</p> <p>10 MR. BRODERICK: Objection.</p> <p>11 A. I have no clue. I don't know</p> <p>12 how their system works. I can only tell</p> <p>13 you my site, not someone else's system or</p> <p>14 company.</p> <p>15 Q. I'm going to attempt to screen</p> <p>16 share what's been marked as Exhibit 16.</p> <p>17 Hopefully I can do it correctly. Can you</p> <p>18 see it all right?</p> <p>19 A. Yeah, I see it.</p> <p>20 Q. Do you recognize this?</p> <p>21 A. I don't recall this, no.</p> <p>22 Q. So I'll just represent to you</p> <p>23 that this is a copy of a complaint that was</p> <p>24 filed by LeadVision Media, LLC, D/B/A,</p>

<p style="text-align: right;">Page 93</p> <p>1 Revenue Ads. I think you mentioned that 2 you've done work with Revenue Ads before, 3 correct? 4 A. I mean, a long time ago. 5 Probably, like, around 2015. Maybe even 6 later. 7 Q. So this is a complaint that 8 they filed against Seal Dog Media LLC, 9 which is your company, correct? 10 A. It is. 11 Q. Is that still your current 12 company? 13 A. It is. 14 Q. Are you the sole officer? 15 A. Me and my wife. 16 Q. So just going to go down. The 17 substance of the complaint isn't relevant 18 to us. Just going to go down to, there's 19 invoices attached. And it looks like these 20 are invoices from Revenue Ads to various 21 companies. So just looking at the first 22 one, can you see that all right, or do you 23 want me to zoom in? 24 A. I see it.</p>	<p style="text-align: right;">Page 95</p> <p>1 A. I see how it's written, yes. 2 But I mean, I'm, it's not associated to, 3 Seal Dog's not associated to any of those 4 companies. 5 Q. So I understand that you think 6 Seal Dog is not associated, but just 7 between Author Vision and Affiliate 8 Crossing, this company's billing, it says 9 Author Vision, then Affiliate Crossing. 10 That indicates to me that they think that 11 Affiliate Crossing took on Author Vision's 12 contractual -- 13 MR. BRODERICK: Objection. 14 Q. -- obligations. Do you agree 15 with that? 16 MR. BRODERICK: Objection. 17 A. I don't know. I'm not -- 18 Q. So looking at this invoice, it 19 indicates for April of 2015 that someone 20 was paying for ZIP submits on 21 snappyautoinsurance.com. Do you see that? 22 A. Back in 2015. That's roughly 23 around, like, when I sold it. So I mean, 24 there could have been a couple little</p>
<p style="text-align: right;">Page 94</p> <p>1 Q. It's an invoice dated May 4th 2 2015, and it's billed to Seal Dog Media -- 3 A. I can tell you Seal Dog Media I 4 don't even believe was in business then. 5 So that can't be Seal Dog. It would have 6 to be either Author Vision or Affiliate 7 Crossing at that time. 8 Q. So you don't think Seal Dog was 9 in business in May of 2015? 10 A. Let's see. Nope. No, I don't. 11 It was not. 12 Q. So it's also billed to Author 13 Vision, and it says, quote, then Affiliate 14 Crossing now is Seal Dog Media. Do you see 15 that? 16 A. I mean, I, like I told you. 17 Yeah, I see it. And like I mentioned to 18 you and I sent you the documents, Author 19 Vision was sold to Affiliate Crossing. 20 Seal Dog Media has nothing do with either 21 one of those companies. 22 Q. This invoice seems to be 23 treating Affiliate Crossing as a successor 24 of Author Vision. Do you see that?</p>	<p style="text-align: right;">Page 96</p> <p>1 trickle things coming in back then, but 2 like I told you, it stopped around '15, 3 '16. Around that timeframe. 4 Q. So when was the last time that 5 you ran the website? 6 A. Some point back in 2015. No 7 later than 2016. 8 Q. So earlier you testified that 9 the sale to Affiliate Crossing was in April 10 of 2015 I believe, correct? 11 A. That's what I said. That's 12 probably why I said to you that I stopped 13 running the site around 2015. I mentioned 14 that many times. 15 Q. But now you're indicating that 16 it might have been -- 17 A. I'm just trying to give you a 18 broad frame. I don't have exact dates. 19 Q. So it's possible that you were 20 still running it in -- 21 A. I doubt it, but -- 22 Q. -- 2015? 23 A. I mean, I doubt it, but I sold, 24 everything was stopped roughly around the</p>

<p style="text-align: right;">Page 97</p> <p>1 sale.</p> <p>2 Q. Do you have any idea why</p> <p>3 Revenue Ads would have billed Affiliate</p> <p>4 Crossing for this?</p> <p>5 MR. BRODERICK: Objection.</p> <p>6 A. I do not know. I'm not Revenue</p> <p>7 Ads.</p> <p>8 Q. Did Affiliate Crossing pay for</p> <p>9 any of these bills?</p> <p>10 A. If they generated traffic with</p> <p>11 them, I don't know.</p> <p>12 Q. Do you know if Affiliate</p> <p>13 Crossing contracted with Revenue Ads?</p> <p>14 A. I do not know.</p> <p>15 Q. Would they have contracted with</p> <p>16 anyone for Snappy Auto Insurance?</p> <p>17 MR. BRODERICK: Objection.</p> <p>18 A. I mean, I don't know. I sold</p> <p>19 them my affiliate list. So they had</p> <p>20 everyone that I worked with.</p> <p>21 Q. But in terms of Snappy Auto</p> <p>22 Insurance, would they have been buying</p> <p>23 services for that website?</p> <p>24 MR. BRODERICK: Objection.</p>	<p style="text-align: right;">Page 99</p> <p>1 know, who I worked with on the back end and</p> <p>2 sold the leads to, or use iframes from.</p> <p>3 Q. What I'm understanding your</p> <p>4 testimony is that you don't know one way or</p> <p>5 the other whether they were using</p> <p>6 snappyautoinsurance.com after the sale; is</p> <p>7 that accurate?</p> <p>8 A. I guess so.</p> <p>9 Q. Okay. Would they have</p> <p>10 knowledge of that?</p> <p>11 MR. BRODERICK: Objection.</p> <p>12 A. I don't know.</p> <p>13 Q. Just going to go down to, this</p> <p>14 is another looks like invoice from Revenue</p> <p>15 Ads. This one's dated July, 2015, and it</p> <p>16 says date span, June. Do you know what</p> <p>17 Five Star Insurance Savings is?</p> <p>18 A. That was another insurance</p> <p>19 website.</p> <p>20 Q. Did you stop running that at</p> <p>21 the time of the sale?</p> <p>22 A. All auto insurance websites</p> <p>23 were stopped. The only thing that I</p> <p>24 started up was my survey websites.</p>
<p style="text-align: right;">Page 98</p> <p>1 A. I don't know.</p> <p>2 Q. Do you have any specific memory</p> <p>3 of that?</p> <p>4 A. I don't.</p> <p>5 Q. Is it possible that they were</p> <p>6 purchasing services for Snappy Auto</p> <p>7 Insurance?</p> <p>8 MR. BRODERICK: Objection.</p> <p>9 A. I don't know. After the sale</p> <p>10 of the company, I was out of the picture.</p> <p>11 Q. So I'm just trying to</p> <p>12 understand whether you think it's possible</p> <p>13 that Affiliate Crossing was generating any</p> <p>14 money from Snappy Auto Insurance?</p> <p>15 MR. BRODERICK: Objection.</p> <p>16 A. I don't know. I stopped</p> <p>17 running auto insurance after that sale.</p> <p>18 Q. Your testimony earlier was that</p> <p>19 they didn't purchase Snappy Auto Insurance</p> <p>20 in the deal; is that right?</p> <p>21 A. Correct. They purchased my</p> <p>22 affiliates.</p> <p>23 Q. But for what I'm --</p> <p>24 A. And knowledge of where, you</p>	<p style="text-align: right;">Page 100</p> <p>1 Q. Including Snappy Surveys?</p> <p>2 A. That is correct. That is my</p> <p>3 property.</p> <p>4 Q. Did you give up the right to</p> <p>5 run Snappy Auto Insurance when you sold to</p> <p>6 Affiliate Crossing?</p> <p>7 A. What they purchased was my</p> <p>8 knowledge of the auto insurance affiliate</p> <p>9 space, my affiliates, where I've got the</p> <p>10 iframes from and who I worked with.</p> <p>11 Q. But my question was, did you</p> <p>12 give up the right to run</p> <p>13 snappyautoinsurance.com when you made the</p> <p>14 sale?</p> <p>15 A. I don't remember. All I</p> <p>16 remember is what I just mentioned.</p> <p>17 Q. So this invoice seems to</p> <p>18 indicate that someone's paying for, well.</p> <p>19 I'm not actually sure what is being</p> <p>20 purchased, but purchasing something from</p> <p>21 Revenue Ads for Five Star Insurance</p> <p>22 Savings. Do you see that?</p> <p>23 A. I do.</p> <p>24 Q. Do you know if this was you, or</p>

<p style="text-align: right;">Page 101</p> <p>1 was this Affiliate Crossing because the 2 invoice is billed to both? 3 MR. BRODERICK: Objection. 4 A. I don't recall. I could tell 5 you the Snappy Surveys is mine. 6 Q. Does this indicate that you 7 were still using the insurance websites in 8 June of 2015? 9 MR. BRODERICK: Objection. 10 A. I did not have any insurance 11 traffic after the web sale. 12 Q. That's April, 2015? 13 A. That's correct. Roughly, yes. 14 Q. So with that in mind, the fact 15 that someone is paying for these services, 16 doesn't that indicate that someone is using 17 these websites? 18 MR. BRODERICK: Objection. 19 A. I don't know. 20 Q. But your testimony that you 21 were not paying -- 22 A. I can answer about Snappy 23 Surveys. That's all I can answer about. 24 Q. But do you remember either way</p>	<p style="text-align: right;">Page 103</p> <p>1 Q. To your knowledge, you wouldn't 2 have been paying for any ZIP submits at 3 that time, right? 4 A. That's correct. 5 Q. But what I'm showing you 6 indicates that someone was paying for that 7 with respect to Snappy. I mean, do you see 8 that? 9 MR. BRODERICK: Objection. 10 A. I do. 11 Q. If it wasn't you, what I'm 12 trying to get at is, it must have been 13 Affiliate Crossing, correct? 14 MR. BRODERICK: Objection. 15 A. I don't know. 16 Q. Are you surprised to see that 17 someone was paying for these services at 18 this time? 19 MR. BRODERICK: Objection. 20 A. I don't know. 21 Q. Have you spoken with anyone at 22 Affiliate Crossing about the use of Snappy 23 Auto Insurance after April of 2015? 24 A. I don't recall.</p>
<p style="text-align: right;">Page 102</p> <p>1 whether you were using the service for Five 2 Star Insurance Savings? 3 A. I don't recall. As far as my 4 knowledge, we stopped running auto 5 insurance back after the sale. 6 Q. Would it surprise you if 7 Affiliate Crossing was using these 8 websites? 9 MR. BRODERICK: Objection. 10 A. I don't know. 11 Q. You don't know. What do you 12 mean by you don't know? 13 MR. BRODERICK: Objection. 14 A. I haven't touched auto 15 insurance since after the sale. So I don't 16 know. 17 Q. Do you know if you paid for a 18 single service related to your auto 19 insurance websites after April of 2015? 20 MR. BRODERICK: Objection. 21 A. The only thing that I would 22 ever pay for was I guess GoDaddy hosting. 23 Not even. Not even GoDaddy hosting. Well, 24 the domain names I guess.</p>	<p style="text-align: right;">Page 104</p> <p>1 Q. You don't recall, meaning you 2 don't know if you had conversations with 3 them? 4 A. Correct. 5 Q. Have you had any conversations 6 with Affiliate Crossing or their officers, 7 employees since you got the subpoena in 8 this case? 9 A. No. 10 Q. When's the last time you spoke 11 with anyone there? 12 A. Years ago. Other than saying 13 hi at a trade show. 14 Q. Do you recall this lawsuit -- 15 A. I don't remember. 16 Q. -- and I'm referring to you 17 what's been premarked as Exhibit 16, or 18 marked. 19 A. I don't recall that, no. I 20 don't remember. 21 Q. Just bear with me for a moment 22 while I stop sharing this. I'm just going 23 to look at something before I share the 24 screen. So a little bit earlier, you</p>

<p style="text-align: right;">Page 105</p> <p>1 e-mailed me a file entitled, screen two, 2 and we marked that as Exhibit 19. Do you 3 have a screen one or any other files -- 4 A. I sent you what I was given. 5 Q. So besides the screenshots 6 you've e-mailed me, you have none others? 7 A. No. 8 Q. So I just want to be clear 9 about that. I have screen two, and I have 10 lead one, manager two, and manager. And so 11 you don't have any others besides those? 12 A. That's correct. 13 Q. Just bear with me for one 14 moment here. Do you run the website called 15 insuranceallstar.net? 16 A. I don't know. I don't 17 remember. 18 Q. Did Affiliate Crossing buy 19 authorvision.com in that sale of 2015? 20 A. No. They bought the assets of 21 the knowledge of the affiliates, where I 22 get lead forms from, who I work with. 23 Q. So I'm trying to understand 24 what came of Snappy after the sale to</p>	<p style="text-align: right;">Page 107</p> <p>1 sent it. 2 Q. So we just looked at, and I'm 3 happy to put it back up if you want to see 4 it, but Exhibit 16, which was the complaint 5 against Seal Dog? 6 A. Right. 7 Q. So what I'm trying to 8 understand is, if someone's paying for 9 services into the latter part of 2015 10 for -- 11 A. But that letter that you also 12 listed above also said Author Vision and 13 Affiliate Crossing. So I don't know why 14 Seal Dog was being interacted into that 15 when it had nothing to do with that, other 16 than the Snappy Surveys that you saw on 17 that invoice. 18 Q. So what I'm trying to 19 understand is, if you're not running it in 20 2015, someone's paying for services. And I 21 understand you're saying it's not you, and 22 I understand that. But I'm trying to 23 understand what you know about who was 24 running that.</p>
<p style="text-align: right;">Page 106</p> <p>1 Affiliate Crossing -- 2 A. I don't know. So as far as my 3 knowledge, we stopped running auto 4 insurance at, after that sale. And we 5 moved over to Seal Dog Media, and started 6 the sweepstakes and surveys campaigns. 7 Q. Has Seal Dog Media ever done 8 anything with insurance? 9 A. No. 10 Q. I know you've testified that 11 you have not been running Snappy Auto 12 Insurance since you think sometime in the 13 2015 timeframe, correct? 14 A. That's correct. 15 Q. And I think, correct me if I'm 16 wrong, that you actually think it wasn't 17 after April of 2015? 18 A. If you're referring to 19 screenshot two, that's what I was told I 20 guess. And I removed, deleted the domain 21 from GoDaddy, and I guess let you know when 22 I sent you that e-mail I guess, or when I 23 got the, your letter or e-mail, or 24 whatever. However you originally first</p>	<p style="text-align: right;">Page 108</p> <p>1 A. So I don't know anything about 2 that. 3 Q. To the best of your memory, 4 were there any conversations with Affiliate 5 Crossing about them running these insurance 6 websites? 7 A. I mean, I don't recall, but I 8 can only imagine there probably were. 9 Q. What do you mean by that? 10 A. I mean, they were buying my 11 company at that point. So I'm sure that 12 came into the conversations, but that was 13 never sold. 14 Q. You mean, the websites 15 themselves? 16 A. That's correct. 17 Q. Have you ever done a deal where 18 you agree to continue hosting the website, 19 but someone buys the rights to the leads? 20 A. Not that I'm aware of. 21 Q. You've never done a deal like 22 that? 23 MR. BRODERICK: Objection. 24 A. Not that I recall.</p>

<p style="text-align: right;">Page 109</p> <p>1 Q. Is it possible that you 2 continued to host this website and someone 3 else, like Affiliate Crossing, was still 4 generating, buying, and selling leads? 5 MR. BRODERICK: Objection. 6 A. I'm sure anything's possible. 7 Q. I'm going to screenshot a 8 couple of exhibits here. Have you ever 9 heard of someone named George Rios? 10 A. No. 11 Q. Have you ever heard of a 12 company called Plural Marketing? 13 A. What marketing? 14 Q. Plural? 15 A. No. 16 Q. What about Fenix, F-E-N-I-X, 17 Media? 18 A. No. 19 Q. What about a person named Dario 20 Osmancevic? 21 A. No. 22 Q. And what about Michael Berger, 23 B-E-R-G-E-R? 24 A. No.</p>	<p style="text-align: right;">Page 111</p> <p>1 A. I have no clue. Never worked 2 with this company before in my life. Never 3 even heard of them. 4 Q. Do you know how he would know 5 that you were the owner of the website? 6 MR. BRODERICK: Objection. 7 A. I don't know. 8 Q. Are you surprised to see this? 9 MR. BRODERICK: Objection. 10 A. I'm very surprised. 11 Q. Is this the first time you're 12 seeing this? 13 A. This is. 14 Q. Then going down, it's described 15 as applicant TCPA audit, and there's a 16 series of I guess data points. Do you see 17 that? 18 A. Yup. 19 Q. Have you ever seen any of this 20 information before? 21 A. Nope. Like I told you, we 22 looked up this e-mail address in our 23 system, and we don't show it. 24 Q. So you have no idea why this</p>
<p style="text-align: right;">Page 110</p> <p>1 Q. I'm going to show you what's 2 been marked as Exhibit 12. Can you see it 3 okay? 4 A. Yup. 5 Q. All right. So this is an 6 e-mail, a copy of which we received in 7 discovery in this case. It was provided by 8 George Rios of Plural Marketing, who was 9 one of the links in the chain, who 10 purchased this lead. And this is an e-mail 11 from Dario Osmancevic to George Rios, dated 12 September 11th, 2019. I can just represent 13 to you that this was in response to an 14 apparent request from Mr. Rios for 15 information concerning plaintiff's lead. 16 So if you look at it, you can see that it 17 says, original source lead generator, 18 snappyautoinsurance.com, and then it lists 19 your name. Do you see that? 20 A. I do see that. 21 Q. This is a lead from 2019. 22 Okay. Do you have any idea why your name 23 and snappyautoinsurance.com would be listed 24 here?</p>	<p style="text-align: right;">Page 112</p> <p>1 person is saying that you're the original 2 source lead generator? 3 MR. BRODERICK: Objection. 4 A. That's correct. 5 Q. Would you still describe 6 yourself is as the owner of the site as of 7 2019 though? 8 MR. BRODERICK: Objection. 9 A. I mean, I own the domain. 10 That's about it. 11 Q. I'm going to show you Exhibit 12 13. Can you see that all right? 13 A. Yeah. 14 Q. All right. So this is also an 15 e-mail we received during discovery. Again 16 apparently from a person named Dario 17 Osmancevic to George Rios at Plural 18 Marketing. He provides a screenshot of 19 Snappy Auto Insurance, and then he says, I 20 can most certainly say that Joe Mantha has 21 signed up on our website and filled up the 22 application in full by himself. I am 23 webmaster of the site -- 24 A. I might need to contact him</p>

<p style="text-align: right;">Page 113</p> <p>1 because I don't know who that is. 2 Q. Okay. So if you -- 3 A. They're obviously responsible 4 for the site. 5 Q. So would it be possible that 6 someone could be running this website 7 without your knowledge? 8 MR. BRODERICK: Objection. 9 A. Not that I know of. I mean, 10 not, I can't answer that. 11 Q. Would there be any way for you 12 to find out who's accessing or running the 13 website? 14 MR. BRODERICK: Objection. 15 A. I have no clue. 16 Q. Would you be receiving any 17 updates, or data, or information if someone 18 were doing that? 19 A. I don't know. 20 Q. What type of information or 21 data were you receiving when you ran it? 22 A. Say that again. 23 Q. When you were running Snappy 24 Auto Insurance, what type of data or info</p>	<p style="text-align: right;">Page 115</p> <p>1 Q. Are you surprised to see that 2 this person is describing himself as the 3 webmaster -- 4 MR. BRODERICK: Objection. 5 A. I'm very surprised. 6 Q. Is it possible that he actually 7 is the webmaster? 8 MR. BRODERICK: Objection. 9 A. I wouldn't know. 10 Q. You set up the login, correct? 11 A. For GoDaddy? 12 Q. Yeah. Right. 13 A. Yeah. 14 Q. Let me ask this. To your 15 knowledge, is there a way to modify Snappy 16 without going through GoDaddy? 17 A. I'm not a programmer. I don't 18 know. 19 Q. I can't recall the companies 20 you used to build the site, but when you 21 hired those companies, did you have to give 22 them your GoDaddy login? 23 A. No. 24 Q. So does that suggest to you</p>
<p style="text-align: right;">Page 114</p> <p>1 were you receiving from the website? 2 A. E-mail and ZIP code only. 3 Q. No, no. Let me ask a better 4 question. Would you receive any periodic 5 updates from GoDaddy about the website? 6 A. No. 7 Q. If a lead was sold, would you 8 receive information about that? 9 A. No. 10 Q. Is there any way for you to 11 know whether someone was running this 12 website in 2019? 13 MR. BRODERICK: Objection. 14 A. I have no clue because I 15 wouldn't even know. According to my 16 knowledge, the website was not even 17 running. 18 Q. When you say that, do you mean 19 that's because you weren't running it? 20 A. Right. We stopped running 21 after the sale of all auto insurance 22 websites, put it to the side, killed all 23 the traffic, and moved onto my surveys and 24 sweepstakes.</p>	<p style="text-align: right;">Page 116</p> <p>1 then that there's a way to modify the site 2 without going into GoDaddy? 3 MR. BRODERICK: Objection. 4 A. I don't know. I'm not a 5 programmer. 6 Q. When you log into your GoDaddy 7 account, what type of information can you 8 see about the websites that you're running 9 and that you own? 10 A. I mean, I don't really go in 11 there, but I can see the URLs that I own. 12 I can see the hosting accounts that I have, 13 and that's about it. 14 Q. What are the hosting accounts? 15 A. Just list to basic hosting, 16 which is where we host our live websites 17 on. 18 Q. I'm sorry if I'm, you know, 19 ignorant on the topic. I thought GoDaddy 20 was the host? 21 A. Yeah. They are my hosting 22 company. We host our websites on GoDaddy. 23 Q. So when you said when you log 24 in, you can see the URLs that you own?</p>

<p style="text-align: right;">Page 117</p> <p>1 A. Correct.</p> <p>2 Q. And then you mentioned hosting</p> <p>3 information. So I'm not sure what that --</p> <p>4 A. I use two hosting accounts</p> <p>5 through GoDaddy. And again I'm not a</p> <p>6 programmer. So I can't really describe</p> <p>7 this kind of stuff to you. I mean, I don't</p> <p>8 know all the technical and logical, and all</p> <p>9 that kind of stuff. I'm a marketer. I</p> <p>10 don't set up websites. I don't create</p> <p>11 websites. I don't manage websites. So I</p> <p>12 just see two types of hosting accounts in</p> <p>13 GoDaddy and my URLs. That's all I can see.</p> <p>14 Q. When you say two hosting</p> <p>15 accounts, do you mean that you literally</p> <p>16 have two accounts with GoDaddy, or is this</p> <p>17 something else?</p> <p>18 A. It's, I don't know how GoDaddy</p> <p>19 classifies it. I have one login with</p> <p>20 GoDaddy, and I have two hosting accounts in</p> <p>21 my GoDaddy account.</p> <p>22 Q. Do you know why you have two?</p> <p>23 A. I don't know. I didn't set it</p> <p>24 up that way. I wasn't the one that's</p>	<p style="text-align: right;">Page 119</p> <p>1 Q. This is schedule A to the</p> <p>2 subpoena that was issued to you, as you can</p> <p>3 see. So these are our document requests</p> <p>4 that we sent to you. So I'm just going to</p> <p>5 go through them because the only documents</p> <p>6 we have received are the documents you sent</p> <p>7 today.</p> <p>8 A. Okay.</p> <p>9 Q. I just want to figure out if</p> <p>10 you have anything else. So request number</p> <p>11 one, any and all documents concerning your</p> <p>12 connection to Snappy in 2019?</p> <p>13 A. I wouldn't have any because I</p> <p>14 didn't have any, other than owning the</p> <p>15 domain.</p> <p>16 Q. Did you search any of your</p> <p>17 records to determine that?</p> <p>18 A. Yes. I don't have anything.</p> <p>19 Q. What did you search?</p> <p>20 A. I searched my computer.</p> <p>21 Q. Your hard drive, or do you have</p> <p>22 a cloud?</p> <p>23 A. I searched e-mail for e-mails,</p> <p>24 anything, any files that I had saved, and</p>
<p style="text-align: right;">Page 118</p> <p>1 setting it up.</p> <p>2 Q. Who set it up?</p> <p>3 A. The person I hired, I must have</p> <p>4 hired back in the day to help me.</p> <p>5 Q. This is the original tech</p> <p>6 person we were speaking about?</p> <p>7 A. That's correct.</p> <p>8 Q. Is there a way for you to find</p> <p>9 out who that person was?</p> <p>10 A. I don't know.</p> <p>11 Q. Do you have any e-mails,</p> <p>12 invoices, payments that --</p> <p>13 A. Everything was done through</p> <p>14 Elance.</p> <p>15 Q. Have you talked to Mr. Cohen</p> <p>16 today?</p> <p>17 A. No.</p> <p>18 Q. Is the last conversation you</p> <p>19 had with him about the screenshots?</p> <p>20 A. That's correct.</p> <p>21 Q. I'm going to show you what's</p> <p>22 been marked as Exhibit 1. Can you see that</p> <p>23 all right?</p> <p>24 A. Yup.</p>	<p style="text-align: right;">Page 120</p> <p>1 anything like that. That's it.</p> <p>2 Q. What type of search terms did</p> <p>3 you use?</p> <p>4 A. Snappy Auto Insurance.</p> <p>5 Q. No documents came up?</p> <p>6 A. Nope.</p> <p>7 Q. Going to number two, your</p> <p>8 testimony is that Seal Dog Media has</p> <p>9 nothing to do with Snappy Auto Insurance;</p> <p>10 is that accurate?</p> <p>11 A. Other than owning the domain,</p> <p>12 which I admitted that we did, yes.</p> <p>13 Q. But it's registered in your</p> <p>14 individual name; isn't that right?</p> <p>15 A. If that's what my GoDaddy's</p> <p>16 registered to, I don't know. I mean, Seal</p> <p>17 Dog itself is a totally different company</p> <p>18 from the company that owned, that operated</p> <p>19 auto insurance, which was Author Vision. I</p> <p>20 don't know what my GoDaddy account is</p> <p>21 registered to. I haven't looked. I don't</p> <p>22 know what e-mail or name my websites are</p> <p>23 associated to. I just reframe everything</p> <p>24 as my company, so.</p>

<p style="text-align: right;">Page 121</p> <p>1 Q. So at any point after receiving 2 the subpoena, have you logged into GoDaddy 3 to see what type of names or people are 4 connected to these websites? 5 A. I wouldn't even know how to do 6 that. 7 Q. All right. But you do have 8 access to your tech guy; is that right? 9 A. Yes. 10 Q. Is that something that he could 11 do? 12 A. Which he did. But I sent you 13 the report showing that we searched for 14 that e-mail address, and nothing came up. 15 Q. But I think you said that that 16 came from Mr. Cohen, correct? 17 A. But that was the database of 18 the website. 19 Q. I believe that that was 20 screenshots from your internal database, 21 correct? 22 A. Right, but that shows that that 23 lead is not in our system. 24 Q. Okay. But right now I'm asking</p>	<p style="text-align: right;">Page 123</p> <p>1 communications with Mr. Cohen about -- 2 A. No. We talk on the phone. We 3 talk on the phone or in person. 4 Q. Just please let me finish the 5 question. Any e-mail communications 6 between you and Mr. Cohen concerning this 7 lawsuit or snappyautoinsurance.com? 8 A. No e-mails. We talk on the 9 phone or in person. 10 Q. What about text messages? 11 A. No. We talk in person or 12 actually on the phone. No text. 13 Q. What about Skype conversations, 14 are those recorded in your system? 15 A. I don't think they are. 16 Q. Number four and five, have you 17 searched for those documents? 18 A. I mean, four, I don't have 19 anything. And number five, I mentioned to 20 you, I have never even heard of that 21 company before prior to today. 22 Q. You mentioned that you deleted 23 Author Vision's e-mails; is that correct? 24 A. Yes.</p>
<p style="text-align: right;">Page 122</p> <p>1 about the GoDaddy website? 2 A. Okay. What about the GoDaddy 3 website? 4 Q. Since receiving the subpoena, 5 have you searched to determine whose name 6 or contact information is connected to 7 Snappy? 8 A. I have not. 9 Q. You said that Seal Dog Media's 10 name might be listed as the owner of 11 Snappy? 12 A. It could. It could be my 13 personal name. I don't know. 14 Q. But Seal Dog I think you said 15 was created in some time after mid 2015, 16 right? 17 A. Correct. I don't know what 18 names I have registered in my GoDaddy 19 account. I haven't looked at that in 20 years, other than adding new websites or 21 whatnot. 22 Q. Going down to request number 23 three, communications between you and 24 Justin Cohen. Have you had any e-mail</p>	<p style="text-align: right;">Page 124</p> <p>1 Q. You have a copy of the contract 2 with Author Vision and is it Affiliated, 3 their name's escaping me. Affiliated... 4 A. Crossing. 5 Q. Affiliate Crossing. Is there a 6 place where you keep files like that for 7 Author Vision? 8 A. I have a folder, yes, on my 9 computer. 10 Q. Does anything else in that 11 folder relate to Snappy? 12 A. Let's see. Go to documents. I 13 don't think so, but I will check. Author 14 Vision. 2013 business report. Independent 15 contractor. Nope. Nothing. 16 Q. Okay. Do all the documents 17 relate to the sale? 18 A. I have a sale. I have an offer 19 letter from 2014. October 30, 2014. 20 October 8th, 2014, I have an offer letter. 21 I have my nondisclosure agreement. My 22 noncompete. Folder for hiring any 23 contractors. I have a list of my 24 publishers. I have a list of advertisers.</p>

<p style="text-align: right;">Page 125</p> <p>1 Nope. Nothing regarding Snappy. 2 Q. When you say you have a list of 3 publishers and advertisers, none of those 4 documents relate to Snappy? 5 A. No, because it won't say 6 anything. They're just going to show the 7 publisher's name and contact information. 8 Those are people that were driving traffic 9 or signed up to drive traffic at one point 10 or another. 11 Q. You know, because I'd also like 12 to see copies of those. And I'm happy to 13 explain why, but I think those are 14 relevant, as well. 15 A. Okay. I mean, it's not going 16 to show anything though. 17 Q. All right. Getting back to the 18 request. Number six, any and all 19 communications between you and plaintiff's 20 attorneys. You had some e-mails with the 21 plaintiff's attorneys in this case, 22 correct? 23 A. I have no idea who I'm replying 24 to when I reply to these e-mails. I just</p>	<p style="text-align: right;">Page 127</p> <p>1 make this full screen anymore. 2 Q. I can read you the request if 3 you can't see all right. 4 A. Okay. Hold on. There's got to 5 be a way to do this. 6 MS. KINGSTON: Ted, can you see 7 this okay? Is it big enough? 8 MR. BRODERICK: I can, but I 9 was looking at a different screen 10 with the request. But, yeah. I can 11 see it on the screen share. 12 A. Let me try it here. Zoom. 13 Give me one minute. I'm sorry. 14 Q. It's all right. 15 A. Okay. I got it. That's 16 better. 17 Q. I'm looking at number seven, 18 screenshots of TCPA disclosures on 19 snappyautoinsurance.com. Your testimony 20 earlier I think was that any type of TCPA 21 language or opt-in would have been on page 22 two of Snappy, correct? 23 MR. BRODERICK: Objection. 24 A. Regarding phone, yes. I would</p>
<p style="text-align: right;">Page 126</p> <p>1 reply when I get one. 2 Q. Did you have any communications 3 with any attorneys in this case before the 4 subpoena was issued? 5 A. No. 6 Q. So that was kind of your first 7 tip off that there was a lawsuit? 8 A. Yes. 9 Q. Number seven, screenshots of 10 TCPA disclosures. I think you testified 11 earlier that any type of opt-in language 12 would have been on page two of Snappy; is 13 that accurate? 14 MR. BRODERICK: Objection. 15 A. Hold on. I'm trying to find 16 the screen here. I just have a little box 17 on my screen here. 18 Q. Okay. 19 A. I have no idea how to open this 20 to be big again. Here we go. I can do it 21 this way. Sorry. 22 Q. That's all right. 23 A. How do I make this full screen 24 again? All right. I guess I'm not able to</p>	<p style="text-align: right;">Page 128</p> <p>1 think so. Not my area because that wasn't 2 our form. 3 Q. And a lead couldn't be 4 converted unless a consumer completed both 5 web forms, right, on page one and two? 6 A. Say that again. 7 Q. So a lead couldn't be generated 8 or converted, however you want to describe 9 it, unless a consumer signed up on both of 10 the two pages, correct? 11 MR. BRODERICK: Objection. 12 A. I don't know to be honest with 13 you what you're asking here. Are you 14 asking for the, with the lead for the full 15 information, or are you asking about the 16 lead that we capture? 17 Q. Well, if a consumer only signs 18 up on page one and -- 19 A. We only record the e-mail and 20 ZIP code. 21 Q. Right. I understand that. I'm 22 asking a different question. If a consumer 23 only completes on page one and they never 24 get to page two, is the lead considered</p>

<p style="text-align: right;">Page 129</p> <p>1 generated at that point, or is that a 2 failed lead? 3 MR. BRODERICK: Objection. 4 A. A failed lead. 5 Q. So it's not considered 6 generated at that point? 7 A. Correct. 8 Q. So any of this TCPA language or 9 opt-in would have been on page two operated 10 by Leadnomics or All Web Leads? 11 MR. BRODERICK: Objection. 12 A. Correct. 13 Q. Have you ever run a website 14 where you had that type of information on 15 page one, or is it always on the page two? 16 MR. BRODERICK: Objection. 17 A. The only form of privacy policy 18 we ever had would be in our privacy policy 19 page, and that was regarding e-mail 20 marketing. 21 Q. Who drafted the privacy policy 22 for Snappy? 23 A. I don't recall. 24 Q. Do you know who drafted the</p>	<p style="text-align: right;">Page 131</p> <p>1 A. That's correct. There was no 2 records for that e-mail address in my 3 system. 4 Q. I'm just trying to understand. 5 You didn't search that. It was either 6 Mr. Cohen or your tech guy, correct? 7 A. Correct. 8 Q. You don't think that the name 9 or cell phone number was searched? 10 A. Well, we don't have any way of 11 searching for cell phone number or phone 12 number. We don't even collect that. 13 Q. I'm just trying to understand 14 what types of searches were done. Okay. 15 Number nine is communications with any 16 third party. Have you had any written 17 communications with anyone else concerning 18 this lawsuit? 19 A. No. 20 Q. So we've talked about, you've 21 had communications with the plaintiff's 22 attorney. Certainly with me. You've 23 talked to Mr. Cohen on the phone or in 24 person. Besides that, have you spoken to</p>
<p style="text-align: right;">Page 130</p> <p>1 terms of use? 2 A. I don't recall. It was 3 probably copied from my other website. 4 Q. There was an opt-out listed and 5 address given for Arbor Oaks. That was 6 your address at that time, correct? 7 A. Yeah. I lived at, that was an 8 apartment of mine. 9 Q. Do you remember if you got any 10 opt-outs for Snappy? 11 A. Opt-outs? 12 Q. Right. 13 A. I'm sure we did. We have 14 obviously all taken (sic) care of it. 15 Q. Do you know where those would 16 be stored? Do you have copies -- 17 A. No. I have no clue. 18 Q. Number eight is documents in 19 your possession that refer or relate to Joe 20 Mantha part or Joseph Mantha, and then his 21 cell phone and e-mail. So I think your 22 testimony was that you searched by e-mail 23 in the database, where Snappy's records are 24 kept?</p>	<p style="text-align: right;">Page 132</p> <p>1 anybody else in this case? 2 A. No. 3 Q. Have you spoken to your tech 4 guy at any point? 5 A. Not regarding this, no. 6 Q. Number 10, any documents in 7 your possession that relate to who paid for 8 or operated Snappy in 2019. Do you have 9 any documents concerning that? 10 A. No, I do not. 11 Q. Is there any way for you to 12 tell from the GoDaddy website? 13 A. Not per URL. They just charge. 14 They don't say what URL they're billing 15 for. 16 Q. What about number 11? 17 A. The only thing that I have is 18 the record I'm showing you that we do not 19 have that e-mail address in our system. 20 Q. Number 12, this relates to the 21 website being taken down. So I know you've 22 given me that one screenshot, screen two. 23 Do you have anything else? 24 A. I do not.</p>

<p style="text-align: right;">Page 133</p> <p>1 Q. My understanding is that your 2 search was talking to Mr. Cohen about that, 3 correct? 4 A. Yes. 5 Q. Mr. Cohen told you that either 6 he or your tech guy screenshotted the 7 database? 8 A. Correct. 9 Q. Okay. Request number 13, all 10 screenshots of internet web pages a 11 consumer could access in 2019. Do you see 12 that? 13 A. Which number are we? I'm 14 sorry. 15 Q. Thirteen. 16 A. I thought you said 14. 17 Q. No. Yeah. Thirteen. 18 A. All screenshots of internet web 19 pages a consumer could access on Snappy. 20 Are you asking if I have any? 21 Q. Yeah. So I actually have a 22 specific question in mind. Remember we 23 were looking at screen two, the screenshot 24 that was provided to you by Mr. Cohen?</p>	<p style="text-align: right;">Page 135</p> <p>1 back then. 2 Q. So you testified that you might 3 have been using Xverify, correct? 4 A. Xverify I know we definitely 5 used at one point. 6 Q. Do you know if Leadnomics or 7 All Web Leads was using any type of 8 authentication? 9 A. I don't know. 10 Q. Did you have any protection 11 contractually if someone came back and said 12 there was a fraudulent consent created on 13 page two of Snappy? 14 MR. BRODERICK: Objection. 15 A. What are you asking me? 16 Q. So we spoke about earlier how 17 Leadnomics and All Web Leads basically 18 operated page two of Snappy, right? 19 A. Yes. 20 Q. You're not sure if they had any 21 type of authentication software that they 22 were running? 23 A. Right, I have no clue how they 24 operate their company.</p>
<p style="text-align: right;">Page 134</p> <p>1 A. Yes. 2 Q. There were certain documents 3 listed? 4 A. Yes. 5 Q. Who could give me copies of 6 those documents? Who has access to those? 7 MR. BRODERICK: Objection. 8 A. I'm not sure. I'd have to find 9 out. 10 Q. Do you have access? 11 A. I do not, no. 12 Q. Could you get it through your 13 tech guy? 14 A. I can ask. 15 Q. Mr. Cohen might have access to 16 those? 17 A. Possibly. 18 Q. Number 14 relates to Jornaya. 19 Did you ever use Jornaya on your insurance 20 website? 21 A. Nope. Because I don't even 22 believe they were around when we were 23 running traffic, and the laws and 24 everything like that were much different</p>	<p style="text-align: right;">Page 136</p> <p>1 Q. And what would happen if 2 someone came back and said, I didn't enter 3 my consent on page two of Snappy like 4 you're saying I did? 5 MR. BRODERICK: Objection. 6 A. I don't know. I don't know how 7 they would handle that. 8 Q. Did you have any contractual 9 protection from a scenario like that? Was 10 All Web Leads or Leadnomics required to 11 indemnify you if that happened? 12 MR. BRODERICK: Objection. 13 A. I don't know. 14 Q. Was that a concern that 15 something could be fraudulently created on 16 page two of Snappy? 17 A. Not that I recall. 18 Q. Request number 15, your 19 testimony is that you did not sell 20 plaintiff's lead to Fenix Media Solutions; 21 is that -- 22 A. That's correct. 23 Q. You never heard of Fenix Media 24 Solutions?</p>

<p style="text-align: right;">Page 137</p> <p>1 A. Never.</p> <p>2 Q. What about 16, have you ever</p> <p>3 had conversations with Plural Marketing?</p> <p>4 A. Never even heard of that</p> <p>5 company before.</p> <p>6 Q. What about number 17, RevPoint?</p> <p>7 A. RevPoint, that was which one</p> <p>8 again? You said they had another name.</p> <p>9 Q. No. I don't think RevPoint</p> <p>10 operated under any other name.</p> <p>11 A. Okay. No. That one, I don't</p> <p>12 know.</p> <p>13 Q. When's the last time you that</p> <p>14 you sold or you were involved in selling</p> <p>15 insurance leads?</p> <p>16 A. Back in 2015.</p> <p>17 Q. How many websites did you</p> <p>18 effectively stop using at that time?</p> <p>19 A. Probably around five.</p> <p>20 Q. Do you remember the other ones?</p> <p>21 A. Not offhand. I'd have to look.</p> <p>22 Q. Would that be in your files</p> <p>23 somewhere?</p> <p>24 A. I mean, it might be somewhere.</p>	<p style="text-align: right;">Page 139</p> <p>1 A. No.</p> <p>2 Q. After the sale to Affiliate</p> <p>3 Crossing, did you do any work with</p> <p>4 Affiliate Crossing?</p> <p>5 A. I helped them out a little bit</p> <p>6 to help them set things up with what goes</p> <p>7 where on the insurance stuff, but other</p> <p>8 than that, no.</p> <p>9 Q. Just give me like a broad sense</p> <p>10 of what that help entailed?</p> <p>11 A. So basically I obviously gave</p> <p>12 them the affiliate list, but what I helped</p> <p>13 them was, okay. You would put the e-mail</p> <p>14 and ZIP here. On page two, you would</p> <p>15 iframe Leadnomics all All Web Leads' form</p> <p>16 here hosted by them. And then on your exit</p> <p>17 traffic, you can do one or a couple</p> <p>18 different things of how to make extra</p> <p>19 revenue. And that's by displaying other</p> <p>20 related ads by other advertisers.</p> <p>21 Q. What was the reason behind you</p> <p>22 selling this network?</p> <p>23 A. I wanted to get out of that</p> <p>24 space.</p>
<p style="text-align: right;">Page 138</p> <p>1 I'm not sure.</p> <p>2 Q. What about invoices for</p> <p>3 services that you paid for on Snappy, would</p> <p>4 those be stored anywhere?</p> <p>5 A. I definitely don't have any of</p> <p>6 those anymore.</p> <p>7 Q. At what point did you stop</p> <p>8 possessing those?</p> <p>9 A. When I got rid of Author</p> <p>10 Vision, I got rid of the e-mail addresses</p> <p>11 on my computer.</p> <p>12 Q. What's the current corporate</p> <p>13 status of Author Vision?</p> <p>14 A. Inactive.</p> <p>15 Q. Is that some action that you</p> <p>16 took, or it just fell into that status, do</p> <p>17 you know?</p> <p>18 A. I dissolved the company.</p> <p>19 Q. At that point, all your</p> <p>20 operations were moved into Seal Dog?</p> <p>21 A. That's correct.</p> <p>22 Q. Does Seal Dog have any DBAs?</p> <p>23 A. No.</p> <p>24 Q. Did it have any at any point?</p>	<p style="text-align: right;">Page 140</p> <p>1 Q. Was there any particular reason</p> <p>2 why?</p> <p>3 A. No, not necessarily. I just</p> <p>4 wanted to do something new. I saw a better</p> <p>5 opportunity in the surveys and sweep stuffs</p> <p>6 throughout the change of the industry.</p> <p>7 Q. Was the Snappy website and the</p> <p>8 other insurance websites, were they at all</p> <p>9 successful in generating money?</p> <p>10 A. They did generate some money in</p> <p>11 the past. But around the 2015 era is when</p> <p>12 things pretty much started going downhill</p> <p>13 for those websites, and they stopped making</p> <p>14 money. And that's one of the reasons why</p> <p>15 we all sold, got rid of the auto insurance,</p> <p>16 and took a little bit of a loss, and sold</p> <p>17 my assets, and called it a day.</p> <p>18 Q. Do you know if Affiliate</p> <p>19 Crossing still does work in the insurance</p> <p>20 space?</p> <p>21 A. I have no clue. Like I said, I</p> <p>22 haven't spoken to them in years, other than</p> <p>23 saying hi at a trade show.</p> <p>24 Q. I guess what I'm trying to</p>

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1 understand is, you were teaching them
2 basically how to run these websites, but at
3 the same time, you already had these
4 websites set up. Why wouldn't they just
5 want to step into your shoes?

6 MR. BRODERICK: Objection.

7 A. I don't remember the
8 conversations we had.

9 Q. But you understand what --

10 A. Again they were mostly buying
11 my affiliate list, and where and who I used
12 forms from. They weren't necessarily
13 buying my websites, but they were buying my
14 affiliate list, who I worked with, where,
15 and how.

16 Q. When you used the words, I mean
17 you said mostly, and then you said
18 necessarily. So are you indicating that
19 it's possible that they did purchase the
20 right to use these websites?

21 MR. BRODERICK: Objection.

22 A. Possibly. I just don't
23 remember. This is going back to many, many
24 years now.

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1 Q. All right. What I'm going to
2 do is, I really don't have too much more
3 for you. But I'm just going to take a
4 quick break because I want to take a look
5 at the documents you sent me before I
6 conclude. Okay?

7 A. Sure.

8 MS. KINGSTON: Let's just say,
9 make it 15 minutes, and then we'll go
10 back on.

11 (Whereupon, a short recess was
12 taken.)

13 MS. KINGSTON: We're back on.

14 Q. Mr. Cohen, I'm just going to
15 show you a couple documents here.

16 A. You mean Brown.

17 MR. BRODERICK: You said Cohen.

18 Q. I did. That's okay. My
19 apologies. All right. Can you see it
20 okay?

21 A. Yup.

22 Q. All right. So this is a
23 response, subpoena response that was
24 received by the parties in this case from

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1 GoDaddy.

2 A. Okay.

3 Q. And the subpoena sought
4 information concerning the owner of
5 snappyautoinsurance.com. So this was
6 GoDaddy's document response. So we're
7 seeing some account information. Is this
8 all your information?

9 A. It is.

10 Q. This indicates a login name.
11 Do you see that?

12 A. Yup. That's correct.

13 Q. Is that your login for --

14 A. That is. Yes. I mean, I
15 actually use the user ID number instead of
16 the login name, but yes. It's correct.

17 Q. Is the user ID number here? I
18 don't see it. It's not listed I guess.

19 A. I think that login name's
20 actually the password. I don't know. But
21 that's the information I do use, yes.

22 Q. Is this the login information
23 for Snappy, or is this for your --

24 A. That's my GoDaddy account in

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1 general.

2 Q. Would there be a different
3 login to access and modify the Snappy
4 website?

5 A. No. Every single website I
6 have is under this account.

7 Q. No. I understand that. I
8 guess my question is, I'm still trying to
9 understand if someone were to modify
10 snappyautoinsurance.com, could they do that
11 through your GoDaddy account?

12 A. I don't know.

13 Q. Just going to go down here to
14 page eight. So this is just reflecting a
15 transaction on July 16th, 2019. Do you see
16 that?

17 A. I do.

18 Q. So we go down, we see bulk --

19 A. What was the date on this one
20 again? I'm sorry.

21 Q. That was July 16th, 2019. Do
22 you see that at the top?

23 A. Okay. Yes.

24 Q. We see a dot com, bulked name,

<p style="text-align: right;">Page 145</p> <p>1 named renewal, and one of them is 2 snappyautoinsurance.com. Do you see that? 3 A. Like I said, I didn't even know 4 that the website was still in my GoDaddy 5 account. We just renew all websites all 6 the time. 7 Q. Okay. 8 A. I mean, I have things set on 9 autopay with GoDaddy. 10 Q. All right. So going down to 11 the next page, there's a few websites here. 12 You see insuranceallstar.net? Do you see 13 that? 14 A. Yeah. 15 Q. So it looks like you were 16 renewing for that, as well; is that 17 correct? 18 A. Sure. I never really remove 19 websites because you never know when you 20 can actually sell something. So unless 21 there's an issue, I'll remove it, like 22 obviously this case. But that doesn't mean 23 like I said, we were never operating that 24 website after 2015.</p>	<p style="text-align: right;">Page 147</p> <p>1 since 2015. 2 Q. Do you know if Affiliate 3 Crossing ever ran that website? 4 A. I don't recall. 5 Q. Then there's one for 6 swiftyhealthinsurance.com. Do you see 7 that? 8 A. Yes. 9 Q. Then below that for 10 speedyautoinsurancequote.com? 11 A. Right. 12 Q. So you're still paying for 13 these domain names as of 2019, correct? 14 A. Yes. But they're not 15 operating. But yes. 16 Q. When's the last time you used 17 speedyautoinsurancequote.com? 18 A. Any auto insurance site has not 19 ran since 2015. 20 Q. Okay. So that's true for any 21 website we see on here, your testimony is 22 that you have not run those websites since 23 2015? 24 A. Regarding the insurance</p>
<p style="text-align: right;">Page 146</p> <p>1 Q. Going down further, the last 2 entries for authorvision.com. Do you see 3 that? 4 A. Okay. 5 Q. I thought that you had sold 6 authorvision.com to Affiliate Crossing? 7 A. I sold the assets to the 8 company, like I said. 9 Q. But my understanding of your 10 testimony was that you actually sold 11 authorvision.com, as well? 12 MR. BRODERICK: Objection. 13 A. I don't remember what the deal 14 was here. I know I sold the company. I 15 sold them the assets. They paid me 16 \$12,000. 17 Q. Do you know if authorvision.com 18 is operational? 19 A. It is not. 20 Q. Did you take it down recently? 21 A. I think a long time ago, if I 22 remember the impression. 23 Q. Okay. 24 A. I haven't run that company</p>	<p style="text-align: right;">Page 148</p> <p>1 websites, correct. 2 Q. I'm going to show you a 3 different exhibit. All right. This is 4 Exhibit 6. And this was also received by 5 the parties in this case during discovery. 6 The plaintiff's attorneys issued a subpoena 7 to Mailgun Technologies, Inc. concerning 8 the owner of snappyautoinsurance.com -- 9 A. I don't know what Mailgun is. 10 That's not me. 11 Q. Okay. So this was the response 12 that we received, that the parties received 13 from Mailgun Technologies. Have you ever 14 heard Mailgun Technologies, Inc.? 15 A. Never have. 16 Q. So basically this document 17 indicates that Justin Cohen was paying for 18 their services in connection with 19 snappyautoinsurance.com in 2017. Why would 20 he be paying for service on 21 snappyautoinsurance.com if you weren't 22 using it after 2015? 23 MR. BRODERICK: Objection. 24 A. I don't recall, but again like</p>

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1 I said with our GoDaddy account, it could
2 be just using another URL for something
3 different.
4 **Q. What do you mean?**
5 A. Meaning that it could be listed
6 as this URL, but using this company for a
7 different URL. But again I don't know
8 because I never heard of this company
9 before.
10 **Q. But wouldn't they be providing**
11 **the services directly to the URL that you**
12 **provided them?**
13 MR. BRODERICK: Objection.
14 A. I don't recall ever working
15 with this company.
16 **Q. Okay. Do you have any**
17 **knowledge of Justin Cohen running this**
18 **website in 2017?**
19 A. I don't recall.
20 **Q. Is it possible that he was?**
21 MR. BRODERICK: Objection.
22 A. I don't know.
23 **Q. Would he have had the login**
24 **information?**

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1 A. I don't know.
2 **Q. To your knowledge, who had the**
3 **login information?**
4 MR. BRODERICK: Objection.
5 A. Me.
6 **Q. Anyone else besides you?**
7 A. Not that I recall.
8 **Q. At some point, the people who**
9 **built the website would have had it,**
10 **correct?**
11 A. I would think so.
12 **Q. So besides you and those**
13 **people, anyone else that you know has**
14 **access to that information?**
15 A. I don't know.
16 **Q. Going to show you Exhibit 17.**
17 **Can you see that okay?**
18 A. Mm-hmm.
19 **Q. Okay. So these are e-mails we**
20 **received from you and Mr. Cohen --**
21 A. Right.
22 **Q. -- about three minutes apart on**
23 **September 2nd. Do you recognize your**
24 **e-mail?**

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1 A. Yes.
2 **Q. So would you agree with me that**
3 **the response that Mr. Cohen provides, and**
4 **then the response that you provide three**
5 **minutes later is substantially the same, if**
6 **not identical, correct?**
7 A. Yeah.
8 **Q. Did you discuss with Mr. Cohen**
9 **responding in this manner?**
10 A. Yeah. Like we've been
11 constantly saying, that we have no records
12 of operating our site after 2015 and do not
13 have that e-mail address in our database.
14 So this cannot be associated to us.
15 **Q. But just in terms of the fact**
16 **that your response is identical to his, did**
17 **you coordinate your responses?**
18 A. I don't remember.
19 **Q. I mean, looking at the e-mails,**
20 **you're providing essentially the same**
21 **response, and --**
22 A. I --
23 **Q. -- do you remember speaking**
24 **about that with him?**

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1 A. I remember we had spoken about
2 the case before, but I don't remember
3 talking to him before this e-mail.
4 **Q. No, no. I'm talking**
5 **specifically about your response here. Did**
6 **you talk to him --**
7 A. That's what I just answered. I
8 don't recall. I don't remember.
9 **Q. This was only 16 days ago**
10 **though, correct?**
11 A. Okay. I mean, I have a lot
12 going on. So I don't remember every single
13 detail about everything.
14 **Q. Either before or after he sent**
15 **his e-mail, did he e-mail you about it?**
16 A. I don't remember.
17 **Q. So earlier you mentioned that**
18 **you don't believe you have any e-mails from**
19 **Justin Cohen though, correct?**
20 A. Not directly between us
21 communicating about anything regarding
22 this, no.
23 **Q. What do you mean not directly**
24 **between you two?**

<p style="text-align: right;">Page 153</p> <p>1 A. You asked if we had any 2 communications about the case. I said no. 3 Q. What about, about Snappy Auto 4 Insurance? 5 A. No. 6 Q. Have you searched your 7 e-mails -- 8 A. Yes. 9 Q. -- for that? 10 A. Yes. 11 Q. How did you search? 12 A. I searched for Justin Cohen in 13 sent and trash and received, and searched 14 everything. Nothing regarding Snappy Auto 15 Insurance. 16 Q. What about more generally, 17 Joseph Mantha, or anything else relating to 18 this case? 19 A. I have, we have no records of 20 Joseph Massa (sic). 21 Q. All right. I want to just go 22 back to when the website was taken down. 23 It was I think you said April of this year. 24 Can you tell me exactly what you know about</p>	<p style="text-align: right;">Page 155</p> <p>1 Q. What did he say? 2 A. Okay. 3 Q. Did he say that he was going to 4 do anything? 5 A. Not to my knowledge. 6 Q. So your testimony is, you have 7 no idea if anyone else took any other 8 action to take down this website? 9 A. Other than what I did, that's 10 correct. 11 Q. To your knowledge, was the 12 website modified at that time? 13 A. I don't know. 14 Q. When you say you don't know, 15 are you saying that you don't have a memory 16 of that? 17 A. That's right. 18 MR. BRODERICK: Objection. 19 Q. The extent of your 20 communications with Mr. Cohen, was that you 21 told him you were going to kill the URL and 22 he said okay? 23 A. Yup. 24 Q. You didn't have any other</p>
<p style="text-align: right;">Page 154</p> <p>1 what happened at that time? 2 A. I don't remember. 3 Q. Okay. So you told me that you 4 received a subpoena in this case? 5 A. Right. 6 Q. And then the response to that, 7 the decision was made to take down the 8 website -- 9 A. Yeah. That sounds about right. 10 Q. You went into your GoDaddy 11 account and you deleted the website URL? 12 A. That's correct. 13 Q. What other steps were taken to 14 your knowledge? 15 A. I don't know any, other than 16 what I did. I sent you screenshots of 17 other things, too, but I don't know what 18 was done. 19 Q. Did you tell anyone that you 20 would be taking down the URL? 21 A. Yes. 22 Q. Who did you tell? 23 A. I mentioned to Justin that I 24 was gonna kill the URL.</p>	<p style="text-align: right;">Page 156</p> <p>1 conversations with him about that? 2 A. That's correct. 3 Q. When you received the document 4 that we've marked as an exhibit, the screen 5 two, were you surprised to see that there 6 were files modified of this year? 7 MR. BRODERICK: Objection. 8 A. I don't know. 9 Q. I'm going to go back to that 10 because I want to have you have that in 11 front of you. Can you see that all right? 12 A. Mm-hmm. 13 Q. So you see how it looks like 14 there's some documents that were modified 15 in April of this year, about five of them? 16 A. Like I told you -- 17 MR. BRODERICK: Objection. 18 A. -- earlier from my knowledge 19 from the last couple days, that this was 20 told to me that this was proving that the 21 website was removed or killed at that time, 22 as well. 23 Q. Okay. But did you notice that 24 it looks like some things were updated at</p>

<p style="text-align: right;">Page 157</p> <p>1 that time --</p> <p>2 MR. BRODERICK: Objection.</p> <p>3 Q. -- or changed?</p> <p>4 MR. BRODERICK: Objection.</p> <p>5 A. I was just sent this the other</p> <p>6 day --</p> <p>7 Q. Okay. I'm just asking you</p> <p>8 about --</p> <p>9 A. -- right. And I just told you</p> <p>10 that those changes, I was told that that is</p> <p>11 when the site was killed.</p> <p>12 Q. So Mr. Cohen told you that?</p> <p>13 A. Mm-hmm.</p> <p>14 Q. Is that the first time you</p> <p>15 became aware that he took some steps to</p> <p>16 kill the site?</p> <p>17 MR. BRODERICK: Objection.</p> <p>18 A. I don't recall.</p> <p>19 Q. Okay. So when did you receive</p> <p>20 this document?</p> <p>21 A. The other day.</p> <p>22 Q. You can't recall whether this</p> <p>23 is the first time you heard of him taking</p> <p>24 actions to kill the site?</p>	<p style="text-align: right;">Page 159</p> <p>1 Q. Are you aware that the lead</p> <p>2 information traces back to</p> <p>3 snappyautoinsurance.com?</p> <p>4 MR. BRODERICK: Objection.</p> <p>5 A. Okay. But like I told you,</p> <p>6 one, we haven't ran the website. Two, you</p> <p>7 even show an e-mail from someone saying</p> <p>8 that they're the webmaster and they sent</p> <p>9 the lead. So I think you should be</p> <p>10 contacting them.</p> <p>11 Q. But here's the thing. This is</p> <p>12 what plaintiff thinks is a \$5 million plus</p> <p>13 case. We have lead information tracing</p> <p>14 back to snappyautoinsurance.com, and you're</p> <p>15 the person of record linked with this</p> <p>16 website. So I want to know what happened</p> <p>17 to that website after 2015 --</p> <p>18 A. I stopped using it --</p> <p>19 MR. BRODERICK: Objection.</p> <p>20 Q. You have no knowledge of anyone</p> <p>21 using that website after 2015?</p> <p>22 A. That's correct.</p> <p>23 Q. You have no interest in doing</p> <p>24 any type of investigation to figure that</p>
<p style="text-align: right;">Page 158</p> <p>1 MR. BRODERICK: Objection.</p> <p>2 A. That's correct.</p> <p>3 Q. Okay. Are you aware that the</p> <p>4 plaintiff in this case is seeking \$5</p> <p>5 million in damages?</p> <p>6 MR. BRODERICK: Objection.</p> <p>7 A. No. I wasn't aware of that.</p> <p>8 MS. KINGSTON: What's your</p> <p>9 objection? It's listed on your cover</p> <p>10 sheet. It's a CAFA case.</p> <p>11 MR. BRODERICK: It's more than</p> <p>12 that, but correct.</p> <p>13 MS. KINGSTON: That's not</p> <p>14 accurate?</p> <p>15 MR. BRODERICK: It's more than</p> <p>16 that?</p> <p>17 MS. KINGSTON: At the minimum,</p> <p>18 you agree to that that's what you're</p> <p>19 seeking?</p> <p>20 MR. BRODERICK: Yeah.</p> <p>21 Q. So are you aware that the</p> <p>22 minimum, plaintiff is seeking \$5 million in</p> <p>23 damages in this case?</p> <p>24 A. No, I was not.</p>	<p style="text-align: right;">Page 160</p> <p>1 out?</p> <p>2 MR. BRODERICK: Objection.</p> <p>3 A. We did. I showed you the lead</p> <p>4 that this e-mail address was never in our</p> <p>5 system. I mean, how much more can I show</p> <p>6 you?</p> <p>7 Q. But I mean, you testified</p> <p>8 earlier that it's possible that Affiliate</p> <p>9 Crossing is using this website after you</p> <p>10 sold the network to them, correct?</p> <p>11 MR. BRODERICK: Objection.</p> <p>12 A. I said I don't recall, and I</p> <p>13 don't know.</p> <p>14 Q. Let me ask again. Is it</p> <p>15 possible that they were using this website</p> <p>16 after you sold the network?</p> <p>17 MR. BRODERICK: Objection.</p> <p>18 A. I don't know.</p> <p>19 Q. Before you received the</p> <p>20 subpoena in this case, when is the last</p> <p>21 time that you spoke to anyone about Snappy</p> <p>22 Auto Insurance?</p> <p>23 A. Years ago.</p> <p>24 Q. What year?</p>

<p style="text-align: right;">Page 161</p> <p>1 A. 2015.</p> <p>2 Q. When did you stop? You</p> <p>3 mentioned after you sold the network to</p> <p>4 Affiliate, you helped them out with some</p> <p>5 things. When did you stop helping them?</p> <p>6 A. In 2015.</p> <p>7 Q. Before the end of the calendar</p> <p>8 year?</p> <p>9 A. Yes.</p> <p>10 Q. Do you have any idea what</p> <p>11 month?</p> <p>12 A. No.</p> <p>13 Q. Do you have contact information</p> <p>14 for Affiliate?</p> <p>15 A. Not anymore.</p> <p>16 Q. When's the last time you spoke</p> <p>17 with them?</p> <p>18 A. In 2015.</p> <p>19 (Jurat continued on following page.)</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 163</p> <p>1 ERRATA SHEET DISTRIBUTION INFORMATION</p> <p>2 DEPONENT'S ERRATA & SIGNATURE INSTRUCTIONS</p> <p>3</p> <p>4 ERRATA SHEET DISTRIBUTION INFORMATION</p> <p>5</p> <p>6 The original of the Errata Sheet has</p> <p>7 been delivered to Adam Brown.</p> <p>8 When the Errata Sheet has been</p> <p>9 completed by the deponent and signed, a</p> <p>10 copy thereof should be delivered to each</p> <p>11 party of record and the ORIGINAL forwarded</p> <p>12 to Christine M. Kingston, Esq., to whom the</p> <p>13 original deposition transcript was</p> <p>14 delivered.</p> <p>15</p> <p>16 INSTRUCTIONS TO DEPONENT</p> <p>17 After reading this volume of your</p> <p>18 deposition, please indicate any corrections</p> <p>19 or changes to your testimony and the</p> <p>20 reasons therefor on the Errata Sheet</p> <p>21 supplied to you and sign it. DO NOT make</p> <p>22 marks or notations on the transcript volume</p> <p>23 itself. Add additional sheets if</p> <p>24 necessary. Please refer to the above</p> <p>25 instructions for Errata Sheet distribution</p> <p>26 information.</p>
<p style="text-align: right;">Page 162</p> <p>1 MS. KINGSTON: I have nothing</p> <p>2 further, but at this point, I do</p> <p>3 believe that there are further</p> <p>4 documents that have not been provided</p> <p>5 that are available, and have not been</p> <p>6 provided. So what we're going to do</p> <p>7 is we're going to follow up with you</p> <p>8 after the deposition. And if for</p> <p>9 some reason, you can't or won't</p> <p>10 provide that, we might need to take</p> <p>11 further enforcement action. But we</p> <p>12 can talk about that offline.</p> <p>13 MR. BRODERICK: No questions</p> <p>14 from me. Thanks very much.</p> <p>15 (Whereupon, at 4:14 P.M. the</p> <p>16 Examination of this witness was</p> <p>17 concluded.)</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 164</p> <p>1 ATTACH TO DEPOSITION OF: ADAM BROWN</p> <p>2 CASE: 1:19CV12235-LTS</p> <p>3 DATE TAKEN: September 18th, 2020</p> <p>4 ERRATA SHEET</p> <p>5 Please refer to Page 163 for Errata Sheet</p> <p>6 instructions and distribution instructions.</p> <p>7 Page Line Correction/Reason</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 I have read the foregoing transcript of my</p> <p>16 deposition, and except for any corrections</p> <p>17 or changes noted above, I hereby subscribe</p> <p>18 to the transcript as an accurate record of</p> <p>19 the statements made by me.</p> <p>20 Executed this _____ day of _____,</p> <p>21 2020.</p> <p>22</p> <p>23 _____</p> <p>24 ADAM BROWN</p>

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1 COMMONWEALTH OF MASSACHUSETTS.
2 MIDDLESEX, SS.

3

4 I, Hannah Bea Lorber, Court Reporter
5 and Notary Public in and for the
6 Commonwealth of Massachusetts, do hereby
7 certify that on Friday, 18th of September,
8 2020, ADAM BROWN, whose deposition is
9 hereinbefore set forth, was duly sworn by
10 me and that such deposition is a true
11 record of the testimony given by the
12 witness.

13 I further certify that I am neither
14 related to or employed by any of the
15 parties in or counsel to this action, nor
16 am I financially interested in this action.
17 In witness whereof, I have hereunto set my
18 hand and affixed my seal on this 18th of
19 September, 2020.

20

21

22



Hannah Bea Lorber

23

NOTARY PUBLIC

24

My Commission Expires:

October 10, 2025

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